

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

District Court Judge Susan J. Dlott
Magistrate Judge Stephanie K. Bowman

**DECLARATION OF MARK P. KINDALL IN SUPPORT OF PLAINTIFFS' MOTIONS
FOR FINAL APPROVAL OF A CLASS ACTION SETTLEMENT AND FOR AWARD
OF ATTORNEYS' FEES AND EXPENSES AND CASE CONTRIBUTION AWARDS**

EXHIBIT A
Settlement Agreement

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
(WESTERN DIVISION)

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

CLASS ACTION SETTLEMENT AGREEMENT

This CLASS ACTION SETTLEMENT AGREEMENT (“Settlement Agreement”) is entered into by and between the Named Plaintiffs as defined in § 1.18 below, on the one hand, and Defendants, as defined in § 1.7 below, on the other. The Settlement Class Representatives and Defendants collectively are referred to in this Settlement Agreement as the “Parties.” Capitalized terms and phrases have the meanings provided in § 1 below or as specified elsewhere in this Settlement Agreement.

1. DEFINITIONS

1.1. “*Action*” shall mean: *In re Mercy Health ERISA Litigation*, No. 1:16-cv-00441-SJD-SKB, pending in the United States District Court for the Southern District of Ohio, Western Division.

1.2. “*Case Contribution Award*” shall mean: any monetary amounts awarded by the Court in recognition of the Settlement Class Representatives’ assistance in the prosecution and resolution of the Action and payable pursuant to §§ 8.3 and 8.4 below.

1.3. “*Church Plan*” shall mean: a plan which meets the definition of a “Church Plan” under ERISA § 3(33), 29 U.S.C. § 1002(33) and is thus exempt from the provisions of Title I and Title IV of ERISA.

1.4. “*Class Counsel*” shall mean: Izard, Kindall & Raabe LLP and Kessler Topaz Meltzer & Check, LLP.

1.5. “*Complaint*” shall mean: the Master Consolidated Complaint filed in the Action on September 14, 2017, and also shall include *Lupp v. Mercy Health*, No. 1:16-cv-00441-SJD-SKB; *Whaley v. Mercy Health*, No. 1:16-cv-00518-SJD; and *Alban v. Mercy Health*, No. 1:16-cv-00726-MRB.

1.6. “*Court*” shall mean: The United States District Court for the Southern District of Ohio, Western Division.

1.7. “*Defendants*” shall mean: Mercy Health, its control group, any and all successors of Mercy Health; The Mercy Health Retirement Plan Committee; The Members of the Mercy Health Retirement Plan Committee; The Plan Administrator; The Mercy Health Partners Retirement Plan; and all Plan fiduciaries.

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

1.8. “*Effective Date of Settlement*” shall mean: the date on which all of the conditions to the Settlement set forth in § 3 of this Settlement Agreement have been fully satisfied or waived and the Settlement shall have become Final, as defined in § 1.11.

1.9. “*ERISA*” shall mean: the Employee Retirement Income Security Act of 1974, as amended, including all regulations promulgated thereunder.

1.10. “*Fairness Hearing*” shall have the meaning set forth in § 3.2.5.

1.11. “*Final*” shall mean: with respect to any judicial ruling or order in the Action, that the period for any appeals, petitions, motions for reconsideration, rehearing or certiorari or any other proceedings for review (“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that there has occurred a full and complete disposition of any such Review Proceeding, including the exhaustion of proceedings in any remand and/or subsequent appeal on remand.

1.12. “*Liaison Counsel*” shall mean Strauss Troy Co., LPA.

1.13. “*Lump Sum Payments*” shall mean payments made pursuant to §§ 8.1, 8.1.1 and 8.1.2 to a Lump Sum Class Member, as defined in § 1.14.

1.14. “*Lump Sum Class Member*” shall mean only those individuals listed in Schedule A, attached hereto, who received past lump sum payments from the Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan, or the St. Rita’s Medical Center Retirement Plan, as these Lump Sum Class Members elected a single lump sum distribution, with their spouses, if any, waiving any rights to said distribution.

1.15. “*Mediator*” shall mean Robert A. Meyer, Esq. of JAMS.

1.16. “*Operating Entities*” shall mean the sponsors of the Plans (“Plan Sponsors”) designated in § 1.20.

1.17. “*Person*” shall mean: an individual, partnership, corporation, any form of business entity, or any other form of organization.

1.18. “*Plaintiffs*” and “*Named Plaintiffs*” shall mean: David Lupp, Janet Whaley, Leslie Beidleman, Patricia Blockus, Charles Bork, Marilyn Gagne, Karl Mauger, Patricia Mauger, Beth Zaworski, Nancy Zink, Mary Alban, and Linda Derrick.

1.19. “*Plaintiffs’ Counsel*” shall mean Class Counsel, Liaison Class Counsel, Keller Rohrback L.L.P., Cohen Milstein Sellers & Toll PLLC, Gainey, McKenna & Egleston, Gary, Naegle & Theado, LLC, and Freking Meyers & Reul LLC.

1.20. “*Plans*” mean: (a) Mercy Health Partners - Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo); (b) Riverside Mercy Hospital Retirement Plan (a/k/a: St. Anne Mercy Hospital Retirement Plan; (c) St. Vincent Medical Center Defined Benefit Plan; (d) Mercy Hospital Plan of Tiffin, Ohio; (e) St. Charles Mercy Hospital Retirement Plan; (f) Mercy Health Partners - Northern Region Retirement Plan (Tiffin); (g) St. Rita’s Medical Center Retirement Plan

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

(Lima); (h) Community Health Partners Regional Medical Center Employees' Defined Benefit Pension Plan (Lorain); (i) St. Joseph Hospital and Health Center Defined Benefit Pension Plan; (j) Lakeland Community Hospital Defined Benefit Pension Plan; (k) Retirement Plan for Employees of Humility of Mary Health Partners (Youngstown); (l) Retirement Plan for Employees of St. Elizabeth Hospital Medical Center; (m) Retirement Plan for Employees of St. Joseph Riverside Hospital;; (n) Mercy Health Partners Pension Plan (NEPA - Scranton); (o) Mercy Health System Northeast Region Defined Benefit Plan 1; (p) Mercy Health System Northeast Region Defined Benefit Plan 2; (q) Mercy Health Partners Wilkes-Barre Employees' Pension Plan (NEPA - WB); (r) Mercy Health System - Western Ohio Retirement Plan (Springfield Mercy); (s) Mercy Memorial Hospital Retirement Plan; (t) Mercy Medical Center Retirement Plan; (u) Mercy Health Sys. – Western Ohio Acute Care Facility Retirement Plan; (v) Mercy Siena Nursing Home Retirement Plan; (w) McAuley Center Retirement Plan; (x) Mercy Health System – Western Ohio Long Term Retirement Plan; (y) Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati); (z) Anderson Mercy Hospital Plan; (aa) The Sisters of Mercy of Hamilton, Ohio Retirement Plan; and (bb) Clermont Mercy Hospital Retirement Plan, each of which is operated as, and claimed to be, exempt from ERISA as a Church Plan as of the Effective Date of Settlement.

1.21. “*Released Claims*” shall have the meaning provided in § 4.

1.22. “*Releasees*” shall mean: the Defendants, the Plans, the Operating Entities, any Person who served as a trustee, investment manager, service provider, record-keeper, or named or functional fiduciary (including de facto fiduciaries) of the Plans, together with, for each of the foregoing, any and all predecessors, Successors-In-Interest, affiliates, associates, present and former Representatives, direct or indirect parents and subsidiaries, their counsel and any Person that controls, is controlled by, or is under common control with any of the foregoing, including, without limitation, every person who was a director, officer, governor, management committee member, in-house counsel, employee, or agent of Mercy Health and its subsidiaries and affiliates, together with, for each of the forgoing, any and all present or former Representatives, insurers, reinsurers, consultants, attorneys, administrators, employee benefit plans, investment advisors, investment underwriters, and spouses.

1.23. “*Representatives*” shall mean: representatives, attorneys, agents, directors, officers, employees, insurers and reinsurers.

1.24. “*Settlement*” shall mean: the settlement to be consummated under this Settlement Agreement pursuant to the Final Approval Order.

1.25. “*Settlement Class*” and “*Settlement Class Members*” shall mean: All present or past participants (vested or non-vested) or beneficiaries of the Plans as of the Effective Date of the Settlement. The Settlement Class shall be certified as a non-opt out class action for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(b)(1) and/or (b)(2).

1.26. “*Successor-In-Interest*” shall mean: a Person’s estate, beneficiary of a participant, legal representatives, heirs, successors or assigns, and any other Person who can make a legal claim by or through such Person.

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

1.27. “*Term Sheet*” shall mean: the document titled “Mercy Health Settlement Term Sheet” dated April 26, 2018.

2. RECITALS

2.1. The initial complaint (Dkt. No. 1)¹ filed on March 30, 2016 by Plaintiff David Lupp in this Action (“*Lupp Action*”), alleged causes of action on behalf of the Settlement Class arising under ERISA §§ 101-104, 302, 402, 404, 409, and 502(a).

2.2. On May 3, 2016, Plaintiffs Janet Whaley and Leslie Biedelman filed a complaint in the Southern District of Ohio (“*Whaley Action*”) alleging substantially similar claims as those alleged in the *Lupp Action*.

2.3. On June 10, 2016, Defendants filed a Joint Motion to Vacate Set/Reset Deadlines and Set Dates for Plaintiffs’ Filing of a Master Consolidated Complaint, Defendants’ Responsiveness Pleading, and Plaintiffs’ Designation of Lead Counsel. (Dkt. No. 16).

2.4. On June 14, 2016, the Court entered an Order granting Defendants’ Motion and ordering Plaintiff Lupp to file a motion to consolidate the *Lupp* and *Whaley* Actions by June 24, 2016 (Dkt. No. 20), which was granted on July 11, 2016 (Dkt. No. 24).

2.5. On June 23, 2016, Plaintiff Mary Alban filed a complaint in the Southern District of Ohio (“*Alban Action*”) alleging substantially similar claims as those alleged in the *Lupp* and *Whaley* Actions.

2.6. Also on July 11, 2016, Plaintiff David Lupp filed a Motion for entry of Proposed Pretrial Order No. 1 Appointing Kessler Topaz Meltzer & Check, LLP and Izard Kindall & Raabe LLP as Interim Co-Lead Class Counsel and Appointing Strauss Troy Co., LPA as Interim Liaison Class Counsel (Dkt. No. 25).

2.7. On July 21, 2016, Plaintiff Mary Alban filed a Motion to Consolidate Cases (Dkt. No. 29) and on that same day, the Court granted Plaintiff David Lupp’s Motion to Consolidate Cases with the *Whaley* Action (“*Lead Action*”) (Dkt. No. 30).

2.8. On August 11, 2016, the Court entered an Order granting Plaintiff Mary Alban’s Motion to Consolidate Cases with the *Lead Action*, which was renamed “*In re Mercy Health ERISA Litigation, Civil Action No. 1:16-cv-00441-SJD*” (Dkt. No. 38).

2.9. After competing briefing by counsel for Plaintiff Lupp and counsel for Plaintiff Whaley seeking appointment of their respective counsel as interim co-lead counsel, on December 2, 2016, Magistrate Judge Bowman issued a Report and Recommendation recommending that Plaintiff Lupp’s motion to appoint Interim Co-Lead Class Counsel should be granted and the law firms of Kessler Topaz Meltzer & Check, LLP (“KTMC”) and Izard Kindall & Raabe LLP (“IKR”) be appointed Interim Co-lead Class Counsel and Strauss Troy Co., LPA (“Strauss Troy”) be

¹ “Dkt. No.” refers to the docket entry number or electronic case filing (ECF) number in the Action.

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

appointed Interim Liaison Counsel, and further recommended that that the Whaley Plaintiffs motion to appoint interim class counsel be denied (Dkt. No. 42).

2.10. On March 21, 2017, the Court entered an Order adopting the December 2, 2016 Report and Recommendation (Dkt. No. 58).

2.11. On September 14, 2017, Plaintiffs filed an Amended Complaint against all Defendants (Dkt. No. 66).

2.12. Plaintiffs allege and seek declaratory relief that the Plans are not Church Plans within the meaning of ERISA § 3(33) and thus are subject to the provisions of Title I and Title IV of ERISA. Plaintiffs allege, among other things, that Defendants (a) violated ERISA's reporting and disclosure provisions; (b) failed to adhere to ERISA's required minimum funding standards for the Plans; and (c) failed to establish the Plans pursuant to a written instrument meeting the requirements of ERISA § 402. Plaintiffs also allege that Defendants breached fiduciary duties owed to the Plans' participants and beneficiaries, including Plaintiffs. Defendants deny each and every allegation and assert that Mercy Health is associated with, controlled by, and is a constituent part of the Roman Catholic Church, and the Plans were and remain Church Plans exempt from ERISA.

2.13. On November 13, 2017, Defendants filed a motion to dismiss for failure to state a claim (Dkt. No. 69) and a motion to dismiss for lack of jurisdiction (Dkt. No. 70).

2.14. On January 12, 2018, Plaintiffs filed a response in opposition to the motion to dismiss for lack of jurisdiction (Dkt. No. 72), and a response in opposition to the motion to dismiss for failure to state a claim (Dkt. No. 73).

2.15. On January 31, 2018, Defendants filed a joint motion to stay the case while the Parties participate in mediation (Dkt. 74).

2.16. On February 2, 2018, the Court entered an Order granting the motion to stay the case for ninety (90) days so that the Parties could mediate.

2.17. On February 27, 2018, the Parties participated in a day-long mediation session, which resulted in an agreement in principle and, ultimately, the instant Settlement.

2.18. Defendants deny any and all liability to the Named Plaintiffs, members of the Settlement Class and/or the Plans, and deny any and all allegations of wrongdoing made in the Action. Defendants aver that the Plans were, have been, and will continue to be, properly established, maintained, and/or administered as Church Plans under the appropriate terms of the Plans and as defined in ERISA § 3(33), exempt from coverage under ERISA. This Settlement is not evidence of liability of any type. Nothing in this Settlement Agreement eliminates or restricts Defendants' argument that the Plans qualify for the Church Plan exemption.

2.19. Defendants maintain further: (a) that all beneficiaries of the Plans have received and continue to receive all benefits they have been entitled to under their Plans; (b) that disclosures to the Plans' participants have been comprehensive and continue to be consistent with the Plans' terms; (c) that Mercy Health's audited financial statements reflect that the Plans have been very

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

well funded historically (d) that Defendants take the administration of the Plans very seriously and have operated the Plans as Church Plans in the best interests of their employees consistent with all Plan documents, the Mercy Health Mission, Values and Promise, and the core values of the Roman Catholic Church; and (e) that the Settlement Class is better served with the Plans maintained as Church Plans instead of ERISA plans.

2.20. Defendants desire to resolve fully and settle with finality the Action and all the Named Plaintiffs' Released Claims for themselves, the Settlement Class, and the Plan, thereby avoiding the risk, expense, inconvenience, burden, distraction and diversion of their personnel and resources, and uncertainty of outcome that is inherent in any litigation, associated with the Action.

2.21. The Named Plaintiffs deny any and all theories of defense asserted above and in the Motions to Dismiss.

2.22. Class Counsel has conducted an extensive investigation into the facts, circumstances and legal issues associated with the allegations made in the Action. This investigation has included, *inter alia*: (a) inspecting, reviewing, and analyzing documents relating to Defendants and the Plans; (b) researching the applicable law with respect to the claims asserted in the Action and the defenses and potential defenses thereto; (c) inspecting, reviewing, and analyzing documents concerning the Plans and administration of the Plans; (d) consulting with actuarial experts; and (e) participating in lengthy, arm's-length settlement negotiations with Defendants' counsel, presided over by an independent Mediator.

2.23. Class Counsel believes that the Settlement will provide a benefit to the Settlement Class, and that, when that benefit is weighed against the attendant risks of continuing the prosecution of the Action, the Settlement represents a reasonable, fair, and adequate resolution of the claims of the Settlement Class. In reaching this conclusion, Class Counsel has considered, among other things, the risks of litigation; the time necessary to achieve a complete resolution through litigation; the complexity of the claims set forth in the Complaint; the ability of Defendants to withstand judgment; and the benefit accruing to the Plans' participants under the Settlement.

2.24. Class Counsel believes that the Settlement will provide the Settlement Class significant protections.

2.25. The Named Plaintiffs and Defendants have thus reached this Settlement by and through their respective counsel on the terms and conditions set forth here, which they have had a full and meaningful opportunity to consider with the advice of their respective counsel.

3. CONDITIONS PRECEDENT TO EFFECTIVENESS OF THE SETTLEMENT

3.1. *Effectiveness of This Settlement Agreement.* This Settlement Agreement shall not become binding unless and until each and every one of the following conditions in §§ 3.2 through 3.8 has been satisfied.

3.2. *Court Approval.* The Settlement contemplated under this Settlement Agreement shall have been approved by the Court, as provided for in this § 3.2. The Parties agree jointly to recommend to the Court that it approve the terms of this Settlement Agreement and the Settlement contemplated hereunder. The Parties agree to undertake their best efforts, including all steps and

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

efforts contemplated by this Settlement Agreement, and any other steps or efforts which may become necessary by order of the Court (unless such order modifies the terms of this Settlement Agreement) or otherwise, to carry out this Settlement Agreement, including the following:

3.2.1 Motion for Preliminary Approval of Settlement and of Notices. The Court shall have approved the preliminary motion to be filed by Plaintiffs (“Preliminary Motion”) by issuing an order in substantially the same form as attached hereto as Exhibit 1 (the “Preliminary Approval Order”), including the form of class notice in substantially the form as attached hereto as Exhibit 2 (the “Class Notice”), and:

- (a) Preliminarily approving this Settlement Agreement;
- (b) Directing the time and manner of the Class Notice; and
- (c) Finding that: (i) the proposed form of Class Notice fairly and adequately: (A) describes the terms and effect of this Settlement Agreement and of the Settlement, (B) gives notice to the Settlement Class of the time and place of the hearing of the motion for final approval of this Settlement Agreement, and (C) describes how the recipients of the Class Notice may object to approval of this Settlement Agreement; (D) while permitting the Parties to make non-substantive changes to the Class Notice; and (ii) the proposed manner of communicating the Class Notice to the members of the Settlement Class is the best notice practicable under the circumstances.

3.2.2 Class Certification.

(a) The Court shall have certified the Action as a non-opt out class action for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(b)(1) and/or (b)(2), appointing the defined Named Plaintiffs as representatives of the class; appointing Izard, Kindall & Raabe LLP and Kessler Topaz Meltzer & Check, LLP as Class Counsel; and with a “Settlement Class” as defined in § 1.25.

(b) The Parties stipulate to a certification of the case as a non-opt out class action for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(b)(1) and/or (b)(2), on the foregoing terms. If the Settlement does not become Final, then no Settlement Class will be deemed to have been certified by or as a result of this Settlement Agreement, and the Action will for all purposes revert to its status as of February 26, 2018, the day before the mediation occurred.

3.2.3 Issuance of Class Notice. On the date and in the manner set by the Court in its Preliminary Approval Order, Defendants will cause notice of the Preliminary Approval Order to be delivered to the Settlement Class in the form and manner approved by the Court. The Parties shall confer in good faith with regard to the content and form of the Class Notice and agree that notice shall be sent via first-class mail to the last known addresses of all members of the Settlement Class. The Parties agree, and the form of Preliminary Approval Order attached hereto as Exhibit 1 shall provide, that the last known addresses for members of the Settlement Class as used by Mercy Health or the Relevant Plans, as updated by the Plans’ typical services when correspondence is returned as undeliverable without a forwarding address, will suffice for all

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

purposes, mailings, and/or distributions of Lump Sum payments, in connection with this Settlement, including, without limitation, the mailing of the Class Notice. Defendants will pay the cost for notice to be sent to the Settlement Class.

3.2.4 Internet/Publication of Class Notice. Class Counsel also shall have given Notice by publication of the Settlement Agreement and Class Notice on its website.

3.2.5 The Fairness Hearing.

- (a) On the date set by the Court in its Preliminary Approval Order, the Parties shall participate in the hearing (the “Fairness Hearing”) during or after which the Court will determine by order (the “Proposed Final Approval Order,” attached hereto as Exhibit 3) whether: (i) this Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court; (ii) final judgment approving this Settlement Agreement should be entered (“Final Judgment”); (iii) the Settlement Class should be certified as a mandatory non-opt-out class meeting the applicable requirements for a settlement class imposed by Federal Rule of Civil Procedure 23; (iv) the requirements of Federal Rule of Civil Procedure 23 and due process have been satisfied in connection with the distribution of the Class Notice to members of the Settlement Class; (v) the requirements of the Class Action Fairness Act have been satisfied; (vi) to award the Named Plaintiffs Case Contribution Awards and if so, the amount; and (vii) to award attorneys’ fees and litigation expenses to Class Counsel and other attorneys who represent members of the Settlement Class and if so, the amounts.
- (b) The Parties covenant and agree that they will reasonably cooperate with one another in obtaining an acceptable Final Approval Order at the Fairness Hearing and will not do anything inconsistent with obtaining such a Final Approval Order.

3.2.6 Motion for Final Approval of Class Action Settlement. On the date set by the Court in its Preliminary Approval Order, Plaintiffs shall have filed a motion (the “Final Approval Motion”) for a Final Approval Order. The Final Approval Motion shall seek the Court’s finding that the Final Approval Order is a Final Judgment approving this Settlement and disposing of all claims in the Action.

3.3. Finality of Final Approval Order. The Final Approval Order shall have become Final, as defined in § 1.11 of this Settlement Agreement.

3.4. Compliance with the Class Action Fairness Act. The Court shall have determined that Defendants complied with the Class Action Fairness Act of 2005 (“CAFA”) and its notice requirements by providing appropriate federal and state officials with information about the Settlement.

3.5. Dismissal of Action. The Action shall have been dismissed with prejudice as against Defendants on the Effective Date of Settlement.

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

3.6. *No Termination.* The Settlement shall not have terminated pursuant to § 10 below.

3.7. *Materiality of Settlement Agreement Conditions.* The Parties expressly acknowledge that the effectiveness of this Settlement Agreement is specifically conditioned upon the occurrence of each and every one of the foregoing conditions precedent prior to the Effective Date of Settlement, and that a failure of any condition set forth in §§ 3.1 through 3.6 above at any time prior to the Effective Date of Settlement shall make this Settlement Agreement, and any obligation to pay the amounts specified in § 8.1, or any portion thereof, null, void, and of no force and effect.

3.8. *Establishment of Effective Date of Settlement.* If the Parties disagree as to whether each and every condition set forth in § 3 has been satisfied, they shall promptly confer in good faith and, if unable to resolve their differences within five (5) business days thereafter, shall present their disputes for determination to the Mediator, who shall retain jurisdiction for this purpose.

4. RELEASES AND COVENANT NOT TO SUE

4.1. “Released Claims” shall mean any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys’ fees, expenses, and costs under federal or state laws arising out of the allegations of the Complaint that were brought or could have been brought as of the date of the Settlement Agreement, including the distributions to the Lump Sum Class Members, any current or prospective challenge to the “Church Plan” status of the Plans, whether or not such claims are accrued, whether already acquired or subsequently acquired, whether known or unknown, in law or equity, brought by way of demand, complaint, cross-claim, counterclaim, third-party claim, or otherwise. Additionally, the Named Plaintiffs, on behalf of themselves and on behalf of the Settlement Class, hereby expressly waive and relinquish, to the fullest extent permitted by law and equity, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor and any and all provisions, rights and benefits of any similar statute, law or principle or common law of the United States, any state thereof, or any other jurisdiction.”

Released Claims are not intended to, and shall not, include the release of any of the following:

4.1.1 Any rights or duties arising out of the Settlement Agreement, including the express warranties and covenants in the Settlement Agreement;

4.1.2 Individual claims for benefits brought under state law, provided that no Settlement Class member shall challenge the Plan’s status as a church plan exempt from ERISA in any such claim;

4.1.3 Claims related to any other plan that is merged into or consolidated with the Plans, or any of them, after April 26, 2018;

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

4.1.4 Should the Roman Catholic Church ever disassociate itself from the Plan Sponsors, as the term is defined in the Plan documents, unless the Plan Sponsors promptly associate with another church, any claim arising prospectively under ERISA with respect to any event occurring after such action by the Roman Catholic Church;

4.1.5 Any claim arising under ERISA with respect to any event occurring after:

(a) as to that Plan only, the Internal Revenue Service issues a written ruling that the Plan(s), or any of them, do not qualify as a church plan;

(b) as to that Plan only, pursuant to IRC § 410(d), an election is made on behalf of the Plan(s), or any of them, resulting in that Plan's coverage by the ERISA provisions specified in IRC § 410(d); an amendment to ERISA is enacted and becomes effective as a law of the United States eliminating the Church Plan exemption in ERISA;

(c) the Roman Catholic Church claims no association with the Plans' Sponsor; or

(d) an amendment to ERISA is enacted and becomes effective as a law of the United States eliminating the church plan exemption.

4.1.6 Should any of the events mentioned in § 4.1.4 occur, nothing in the Term Sheet or Settlement Agreement eliminates or restricts Defendants' argument that it constitutes a part of the Roman Catholic Church for purposes of the Church Plan exemption.

4.2. *Release by Settlement Named Plaintiffs and the Settlement Class and Covenant Not to Sue.* Subject to § 10 below, upon the Effective Date of Settlement, the Named Plaintiffs on behalf of themselves and on behalf of all Settlement Class Members and all Settlement Class Members absolutely and unconditionally release and forever discharge the Releasees from any and all Released Claims. The Settlement Class covenants and agrees: (i) not to file against any of the Releasees any claim based on, related to, or arising from any Released Claim; and (ii) that the foregoing covenants and agreements shall be a complete defense to any such claim against any Releasee.

4.3. *Defendants' Releases of Settlement Class Representatives, the Settlement Class, and Plaintiffs' Counsel.* Subject to § 10 below, upon the Effective Date of Settlement, Defendants absolutely and unconditionally release and forever discharge the Named Plaintiffs, the Settlement Class and Plaintiffs' Counsel from any and all claims relating to the institution or prosecution of the Action.

4.4. *Releasees' Release of Other Releasees.* Subject to § 10 below, upon the Effective Date of Settlement, each of the Releasees also releases each of the other Releasees from any and all claims which were asserted in the Complaint or any pleading which would have been required to be filed in the Action or that would be barred by principles of *res judicata* or *collateral estoppel* had the claims asserted in the Complaint or any such other pleading in the Action been fully litigated and resulted in a Final judgment or order.

5. COVENANTS

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

The Named Plaintiffs, on their own behalves and on behalf of the members of the Settlement Class and the Plans, on the one hand, and Defendants, on the other, hereby covenants as follows:

5.1. *Taxation of Settlement Payments.* The Named Plaintiffs acknowledge that Defendants, Releasees, and any of their Representatives or Successors-In-Interest shall have no responsibility for any taxes that may be due on the Class Settlement Amount, or on any funds that the Plans, members of the Settlement Class, or Named Plaintiffs receive under the Settlement. Nothing herein shall constitute an admission or representation that any taxes will or will not be due on any payment or allocation made pursuant to the Settlement.

5.2. *Non-Disparagement.* The Parties, their counsel, and their agents shall refrain from making derogatory or disparaging comments as to the Settlement Agreement, the Named Plaintiffs, Class Counsel, any Releasee, Defendants, the Plans, and/or Defendants' Counsel.

6. REPRESENTATIONS AND WARRANTIES

6.1. *Parties' Representations and Warranties.*

6.1.1 Named Plaintiffs each represent and warrant that they have not assigned or otherwise transferred any interest in any Released Claims against any Releasee, and further covenant that they will not assign or otherwise transfer any interest in any Released Claims.

6.1.2 The Named Plaintiffs represent and warrant that they shall have no surviving claim or cause of action against any of the Releasees with respect to the Released Claims, nor shall any Settlement Class Member.

6.1.2.1 The Settlement Class Members also shall have no surviving claim or cause of action against any of the Releasees with respect to the Released Claims.

6.1.3 Each of the Parties represent and warrant that they are voluntarily entering into this Settlement Agreement as a result of arm's-length negotiations among their counsel; in executing this Settlement Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; except as expressly stated herein, they have not been influenced to any extent whatsoever in executing this Settlement Agreement by any representations, statements or omissions pertaining to any of the foregoing matters by any other Party or its Representatives; and each Party assumes the risk of and unconditionally waives any and all claims or defenses arising out of any alleged mistake as to facts or law.

6.1.4 The Parties, and each of them, represent and warrant that they have carefully read the contents of this Settlement Agreement; they have made such investigation of the facts and law pertaining to this Settlement Agreement and all of the matters pertaining thereto as they deem necessary; and this Settlement Agreement is executed freely by each Person executing it on behalf of each of the Parties.

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

6.2. *Signatories' Representations and Warranties.* Each individual executing this Settlement Agreement on behalf of any other Person does hereby personally represent and warrant to the other Parties that he or she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal which such individual represents or purports to represent.

7. NO ADMISSION OF LIABILITY

The Parties understand and agree that this Settlement Agreement embodies a compromise and settlement of disputed claims, and that nothing in this Settlement Agreement, including the furnishing of consideration for this Settlement Agreement, shall be deemed to constitute any finding that ERISA governs the Plans and/or any wrongdoing by any of the Releasees as it pertains to the allegations of the Complaint. This Settlement Agreement and the payments made hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal, equitable, or factual. Moreover, the Releasees specifically deny any such liability or wrongdoing. Neither the fact nor the terms of this Settlement Agreement shall be offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Settlement Agreement or arising out of or relating to the Final Order.

8. SETTLEMENT CONSIDERATION

8.1. *Lump Sum Payments.* During the Plan Year following the Effective Date of the Settlement, Defendants will pay or cause a \$450 Lump Sum Payment to be paid by Mercy Health, the Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan, or the St. Rita's Medical Center Retirement Plan, to each Lump Sum Class Member, as defined in § 1.14. Defendants will notify Class Counsel when the process for Lump Sum Payments commences. Defendants will have no obligation to inform Class Counsel when each individual payment or roll-over form is sent to each Lump Sum Class Member. Mercy Health will cause a toll-free number to be made available for all Class Members to use for inquiries about their benefit payments.

8.1.1 Settlement Class Members listed on Schedule A include only those Lump Sum Class Members who received certain lump sum distributions from January 1, 2011 through and including the date of the Mediation, February 27, 2018. Generally, these Lump Sum Class Members received a voluntary lump sum distribution of a traditional annuity benefit, either from the Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan, or the St. Rita's Medical Center Retirement Plan, during the time period from January 1, 2011 through the date of the Mediation, February 27, 2018.

8.1.2 If Mercy Health, the Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan, or the St. Rita's Medical Center Retirement Plan pay the \$450 amount to any person listed on Schedule A as a lump sum, appropriate taxes will be deducted. Any Lump Sum Class Member will have ninety (90) calendar days after their Lump Sum Payment is mailed to cash their payment. If any Lump Sum Class Member does not cash his/her payment within that ninety (90) day period, their checks may be voided and a stop-pay order may be placed on those checks. In such event, those individuals will be deemed to have waived irrevocably any right in or claim to a lump sum payment, but the Settlement Agreement nevertheless will bind them and they will have released their claims. Any

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

lump sum payments mailed to a Lump Sum Class Member that is not cashed within that ninety (90) day period shall be retained by Mercy Health, the Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan, or the St. Rita's Medical Center Retirement Plan.

8.2. *Plan Payments.* If the Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan, or St. Rita's Medical Center Retirement Plan pays the \$450 amount to each Lump Sum Class Member, those payments will made in similar fashion to payments made to Plan participants receiving distributions of \$1,000.00 or less.

8.2.1 Each Lump Sum Class Member will receive an election form permitting them to roll over their distribution or receive a lump sum cash payment. If a Lump Sum Class Member elects a lump sum payment, all provisions of Paragraph 8.1.2 shall control, and such lump sum distribution will be subject to applicable tax withholding.

8.2.2 Each Lump Sum Class Member will have an option to elect a rollover distribution. After the rollover distribution forms are mailed, Lump Sum Class Members will have sixty (60) days from the date of such mailing to mail a completed rollover form to the Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan, or the St. Rita's Medical Center Retirement Plan, providing instructions as to where these Plans will deposit the \$450 rollover payment. The Plans will process these rollover instructions within ninety (90) calendar days in accordance with the Class Members' instructions. If a Lump Sum Class Member does not send a completed rollover form to these Plans within sixty (60) days, he or she will be sent a lump sum check via mail and all provisions set forth in Paragraph 8.1.2 shall apply. Such lump sum distribution will be subject to applicable tax withholding. If within ninety (90) days after any lump sum payment is mailed, a Lump Sum Class Member has not negotiated that check, such checks may be voided and a stop-pay order may be placed on those checks. The money will then revert back to Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan, or the St. Rita's Medical Center Retirement Plan. In this event, those individuals will be deemed to have waived irrevocably any right in or claim to a lump sum payment, but the Settlement Agreement nevertheless will bind them and they will have released their claims.

8.2.3 The Parties will act in good faith to attempt to minimize adverse tax consequences of the Lump Sum Payments to certain Settlement Class Members. However, the Settlement Class Members acknowledge that Defendants, Releasees, and any of their Representatives or Successors-In-Interest shall not have any responsibility for any taxes that may be due on the Lump Sum Payments received by Lump Sum Class Members, other than required withholding, if any. Nothing herein shall constitute an admission or representation that any taxes will or will not be due on the Lump Sum Payments to certain Settlement Class Members.

8.3. *Payment to Settlement Class Counsel and the Named Plaintiffs.* Defendants will not oppose the Named Plaintiffs' application to the Court for an award of attorneys' fees, reimbursement of litigation expenses and for a Case Contribution Award for each of the Named Plaintiffs that shall not exceed \$850,000 in total. Defendants will cause this amount to be paid in addition to the payments described in §§ 8.1 and 8.2 of this Settlement Agreement. Settlement

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

Class Counsel's attorneys' fees, expenses, and Case Contribution Award for the Named Plaintiffs will be subject to the discretion and approval of the Court.

8.4. Application for Attorneys' Fees, Reimbursement of Litigation Expenses, and Case Contribution Awards for the Settlement Class Representatives. Class Counsel shall petition the Court no later than thirty-one (31) days prior to the Fairness Hearing for an award of attorneys' fees, reimbursement of litigation expenses and Case Contribution Awards for the Settlement Class Representatives, as specified in § 8.3. Thirty (30) days after the Settlement has become Final and non-appealable, Defendants shall pay the amount specified in § 8.3.

8.5. Cost of Notice. Defendants shall pay the cost for printing and mailing of class notice in addition to the amounts specified in §§ 8.1, 8.2 and 8.3.

8.6. Sole Monetary Contributions. The payments provided for in §§ 8.1 and 8.2 shall be the full and sole consideration made by or on behalf of the Releasees in connection with the Action and this Settlement Agreement. The amount specified in § 8.3 specifically satisfies any claims for litigation expenses and attorneys' fees by Class Counsel and claims for Case Contribution Awards to the Settlement Class Representatives. Except as set forth above, the Parties shall bear their own costs and expenses (including attorneys' fees).

9. AGREED UPON PLAN PROVISIONS.

9.1. Scope. The provisions of the Settlement Agreement shall apply to the Plans. Each of the Plans defined in § 1.20 is referred to singularly as a Plan.

9.2. Benefits Commitment. For a period of nine (9) years commencing on the date when the Settlement has become final and non-appealable ("Effective Date of Settlement"), should the Plans be unable to pay the accrued benefits due to the Settlement Class Members, Mercy Health will guarantee, and cause any successor of Mercy Health to guarantee, that the trust funds of the respective Plans shall have sufficient funds to pay such then accrued benefits. If the Plans are merged with or into another plan during the aforementioned nine (9) year time period, the Plans' participants will be entitled to the same (or greater) benefits post-merger as they enjoyed before the merger.

9.3. Plan Participant Communications. For a period of nine (9) years commencing on the Effective Date of Settlement, for the Settlement Class Members, Mercy Health will make a Plan Summary available electronically. The Plan Summary shall be in the format selected by Mercy Health and contain content as formulated in Mercy Health's discretion. In summary fashion, the Plan Summary will disclose the Plans' fiduciaries, the persons or entities with the authority to make Plan amendments, describe the benefits available under the Plans, describe the distribution options, and provide other generalized information about the Plans. Further, the Plan Summary will state that the Plans are Church Plans, are not governed by ERISA, and that the benefits payable under the Plans are not insured by the Pension Benefit Guaranty Corporation. The Plan Summary will not comply with ERISA § 102. If a Settlement Class Member sends a written request for a Plan Summary, the Settlement Class Member will be provided with access (electronic or otherwise) to the Plan Summary.

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

9.4. *Benefit Statement Form.* For a period of nine (9) years commencing on the Effective Date of Settlement, each Settlement Class Member shall have the right to call a toll-free telephone number and/or access a website and request up-to-date information about their Plan benefit, including information about their accrued benefits and projected pension benefits. To access certain information, including information about their accrued benefits and projected pension benefits, each Settlement Class Member will be required to log into a website or telephonic voice response system where additional information about their accrued and projected pension benefits will be made available. Printed benefit statements will be made available upon request.

9.5. *Continuing Obligations.* Any continuing obligations hereunder agreed to by Defendants and/or the Operating Entities shall cease in the following circumstances: (a) the Internal Revenue Service determines (prior to the expiration of the period of time that such obligations are in effect) that any of the Plans do not qualify for the Church Plan exemption; (b) a court of law issues a final ruling (prior to the expiration of the period of time that such obligations are in effect) that any of the Plans do not qualify as Church Plans; (c) an amendment to ERISA is enacted and becomes effective as a law of the United States (prior to the expiration of the period of time that such obligations are in effect) eliminating the Church Plan exemption; (d) the Roman Catholic Church disassociates itself from the Plan Sponsors (prior to the expiration of the period of time that such obligations are in effect) unless the Plan Sponsors promptly associate with another church; or (e) the Plan Sponsors elect ERISA coverage for the Plans (prior to the expiration of the period of time that such obligations are in effect).

10. TERMINATION OF THE SETTLEMENT AGREEMENT

10.1. *Automatic Termination.* This Settlement Agreement shall automatically terminate, and thereupon become null and void, in the following circumstances:

10.1.1 If the Court declines to approve the Settlement, and if such order declining approval has become Final, then this Settlement Agreement shall automatically terminate, and thereupon become null and void, on the date that any such order becomes Final, provided, however, that if the Court declines to approve the Settlement for any reason, the Parties shall negotiate in good faith to cure any deficiency identified by the Court, and further provided that if necessary to cure any such deficiency, Class Counsel shall re-submit within a reasonable time the Preliminary or Final Approval Motion with an additional or substitute member of the Settlement Class as a named Class Representative.

10.1.2 If the Court issues an order in the Action modifying the Settlement Agreement, and if within thirty-one (31) days after the date of any such ruling the Parties have not agreed in writing to proceed with all or part of the Settlement Agreement as modified by the Court or by the Parties, then, provided that no Review Proceeding is then pending from such ruling, this Settlement Agreement shall automatically terminate, and thereupon become null and void, on the thirty-first day after issuance of the order referenced in this § 10.1.2.

10.1.3 If the Sixth Circuit reverses the Court's order approving the Settlement, and if within ninety-one (91) days after the date of any such ruling the Parties have not agreed in writing to proceed with all or part of the Settlement Agreement as modified by the Sixth Circuit or by the Parties, then, provided that no Review Proceeding is then pending from such ruling, this Settlement

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

Agreement shall automatically terminate, and thereupon become null and void, on the ninety-first day after issuance of the Sixth Circuit order referenced in this § 10.1.3.

10.1.4 If the Supreme Court of the United States reverses or remands a Sixth Circuit order approving the Settlement, and if within thirty-one (31) days after the date of any such ruling the Parties have not agreed in writing to proceed with all or part of the Settlement Agreement as modified by the Supreme Court or by the Parties, then this Settlement Agreement shall automatically terminate, and thereupon become null and void, on the thirty-first day after issuance of the Supreme Court order referenced in this § 10.1.4.

10.1.5 If a Review Proceeding is pending of an order declining to approve the Settlement Agreement or modifying this Settlement Agreement, this Settlement Agreement shall not be terminated until Final resolution or dismissal of any such Review Proceeding, except by written agreement of the Parties.

10.2. *Consequences of Termination of the Settlement Agreement.* If the Settlement Agreement is terminated and rendered null and void for any reason, the following shall occur:

10.2.1 The Action shall for all purposes with respect to the Parties revert to their status as of February 26, 2018, the day before the mediation occurred.

10.2.2 All Releases given or executed pursuant to the Settlement Agreement shall be null and void; none of the terms of the Settlement Agreement shall be effective or enforceable; neither the fact nor the terms of the Settlement Agreement shall be offered or received in evidence in the Action or in any other action or proceeding for any purpose, except in an action or proceeding arising under this Settlement Agreement.

11. MISCELLANEOUS PROVISIONS

11.1. *Jurisdiction.* The Court shall retain jurisdiction over all Parties, the Action, and this Settlement Agreement to resolve any dispute that may arise regarding this Settlement Agreement or the orders and notice referenced in § 3 above, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Settlement Agreement and no Party shall oppose the reopening and reinstatement of the Action on the Court's active docket for the purposes of effecting this § 11.1.

11.2. *Mediator.* Prior to the Settlement becoming Final, Robert A. Meyer, Esq. mediator in the Action, will act as the final arbiter of any disagreements with respect to the Term Sheet and the provisions of the Settlement Agreement.

11.3. *Governing Law.* This Settlement Agreement shall be governed by the laws of the United States, including federal common law, except to the extent that, as a matter of federal law, state law controls, in which case Ohio law will apply without regard to conflict of law principles.

11.4. *Severability.* The provisions of this Settlement Agreement are not severable, provided, however, that no decision by the Court with respect to the award of attorneys' fees and expenses or an Incentive Fee to Plaintiff under §§ 8.3-8.4 of this Settlement shall provide cause for either Party to withdraw, void, or nullify the Settlement.

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

11.5. *Amendment.* Before entry of a Final Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties. Following entry of a Final Approval Order, the Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Parties and approved by the Court.

11.6. *Waiver.* The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed to be or construed as a waiver of any other breach of this Settlement Agreement, whether prior, subsequent, or contemporaneous with this Settlement Agreement.

11.7. *Construction.* None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against a drafter.

11.8. *Principles of Interpretation.* The following principles of interpretation apply to this Settlement Agreement:

11.8.1 *Headings.* The headings of this Settlement Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Settlement Agreement.

11.8.2 *Singular and Plural.* Definitions apply to the singular and plural forms of each term defined.

11.8.3 *Gender.* Definitions apply to the masculine, feminine, and neuter genders of each term defined.

11.8.4 *References to a Person.* References to a Person are also to the Person's permitted successors and assigns.

11.8.5 *Terms of Inclusion.* Whenever the words "include," "includes" or "including" are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

11.9. *Further Assurances.* Each of the Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that they will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement.

11.10. *Survival.* All representations, warranties and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the Effective Date of Settlement.

11.11. *Notices.* Any notice, demand or other communication under this Settlement Agreement (other than notices to members of the Settlement Class) shall be in writing and shall be deemed duly given if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail (postage prepaid), sent by confirmed facsimile, or delivered by reputable express overnight courier:

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

A. IF TO NAMED PLAINTIFF:

Mark P. Kindall
Douglas P. Needham
IZARD, KINDALL & RAABE LLP
29 South Main Street, Suite 305
West Hartford, CT 06107
Telephone: (860) 493-6292
Facsimile: (860) 493-6290
mkindall@ikrlaw.com
dneedham@ikrlaw.com

Mark K. Gyandoh
Julie Siebert-Johnson
KESSLER TOPAZ MELTZER
& CHECK, LLP
280 King of Prussia Road
Radnor, PA 19087
Tel: (610) 667-7706
Fax: (610) 667-7056
Email: mgyandoh@ktmc.com
Email: jsjohnson@ktmc.com

B. IF TO DEFENDANTS:

Howard Shapiro
Stacey C.S. Cerrone
Proskauer Rose LLP
650 Poydras Street, Suite 1800
New Orleans, LA 70130
Tel. (504) 310-4088
Fax: (504) 310-2022
E-mail: howshapiro@proskauer.com
E-mail: scerrone@proskauer.com

Michael A. Bezney
Chief Legal Officer and General Counsel
Mercy Health
1701 Mercy Health Place
Cincinnati, OH 45237
mabezney@mercy.com

Frank A. Warning
Corporate Director, Human Resources Compliance & Assistant General Counsel
Mercy Health
1701 Mercy Health Place
Cincinnati, OH 45237
FAWarning@mercy.com

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

Any Party may change the address at which it is to receive notice by written notice delivered to the other Parties in the manner described above.

11.12. *Entire Agreement.* This Settlement Agreement contains the entire agreement among the Parties relating to the settlement of the Action. It specifically supersedes any settlement terms or settlement agreements relating to the Complaint that were previously agreed upon orally or in writing by any of the Parties, including the terms of the Term Sheet and any and all discussions, representations, warranties or the like prior to the Effective Date of Settlement.

11.13. *Counterparts.* This Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile or electronic mail for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

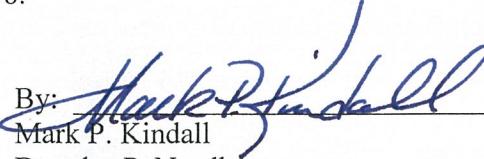
11.14. *Binding Effect.* This Settlement Agreement binds and inures to the benefit of the Parties hereto, their assigns, heirs, administrators, executors, and Successors-in-Interest.

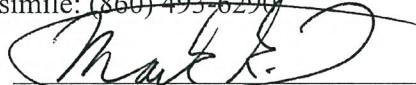
In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the dates set forth below.

FOR NAMED PLAINTIFFS, SETTLEMENT CLASS REPRESENTATIVES AND THE SETTLEMENT CLASS

Dated this the 13th day of July, 2018.

By: 
Mark P. Kindall
Douglas P. Needham
IZARD, KINDALL & RAABE, LLP
29 South Main Street, Suite 305
West Hartford, CT 06107
Telephone: (860) 493-6292
Facsimile: (860) 493-6290

By: 
Mark K. Gyandoh
Julie Siebert-Johnson
KESSLER TOPAZ MELTZER & CHECK, LLP
280 King of Prussia Road
Radnor, PA 19087
Telephone: 610-667-7706
Facsimile: 610-667-7056

Class Counsel

In re Mercy Health ERISA Litigation – Settlement Agreement July 13, 2018

FOR ALL DEFENDANTS AND THE OPERATING ENTITIES

Dated this the 13th day of July, 2018.

By: 

Howard Shapiro

Stacey C.S. Cerrone

Proskauer Rose LLP

650 Poydras Street, Suite 1800

New Orleans, LA 70130

Tel. (504) 310-4088

Fax: (504) 310-2022

In re Mercy Health ERISA Litigation,
 No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 12, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	H.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Estate of A.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	I.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.A.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	H.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.A.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.B.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Estate of M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.B.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.B.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	H.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.C.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	I.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.C.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Y.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.C.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Estate of L.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	H.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.D.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.D.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.D.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.E.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.E.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.E.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.E.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.E.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.B.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.E.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.E.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.E.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.E.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.E.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.E.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.F.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.F.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.G.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Estate of C.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	F.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.G.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.G.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	I.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.H.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	H.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.H.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	H.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.H.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.I.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.I.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.J.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	H.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.J.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.J.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Estate of S.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.K.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.K.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	H.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.K.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.L.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	H.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	F.L.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.L.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	F.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.M.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.M.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Z.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.M.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	H.M.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.M.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.N.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.N.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.O.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.O.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.P.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.P.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Y.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.R.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Q.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.R.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Estate of D.R.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.R.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Estate of A.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.S.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Estate of C.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.S.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	P.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	F.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.S.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.S.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	Estate of R.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.S. Trust
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.S.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	O.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.T.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.G. Trust
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.T.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.U.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.U.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.U.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.U.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.U.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.U.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.U.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	L.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	V.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.V.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.W.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	N.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.W.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	W.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	G.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	F.W.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	T.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	A.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.W.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.Y.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	R.Y.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.Y.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	B.Y.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	D.Y.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.Y.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.Z.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	K.Z.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	M.Z.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	S.Z.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	C.Z.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	E.Z.
Mercy Health Partners – Northern Region Retirement Plan (St. Charles, St. Vincent, St. Anne) (Toledo)	J.Z.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	J.A.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	S.B.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	L.B.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	C.B.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	K.B.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	C.B.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	H.B.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	G.B.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	B.B.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	J.B.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	C.B.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	M.C.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	V.C.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	A.D.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	J.D.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	J.E.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	N.E.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	L.F.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	K.G.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	E.G.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	A.H.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	A.H.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	K.H.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	S.H.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	A.J.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	E.J.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	M.J.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	A.K.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	C.K.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	S.K.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	W.K.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	T.L.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	D.L.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	K.L.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	W.L.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	M.L.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	B.L.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	K.M.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	T.M.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	J.N.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	P.P.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	K.P.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	N.P.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	S.P.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	J.P.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	D.R.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	J.S.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	K.S.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	C.S.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	D.S.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	L.S.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	L.S.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	C.S.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	C.S.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	S.S.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	D.T.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	D.V.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	A.W.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	V.W.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	V.W.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	N.W.
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	M.W.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati)	S.W.
St. Rita's Medical Center Retirement Plan (Lima)	C.A.
St. Rita's Medical Center Retirement Plan (Lima)	L.A.
St. Rita's Medical Center Retirement Plan (Lima)	M.A.
St. Rita's Medical Center Retirement Plan (Lima)	R.A.
St. Rita's Medical Center Retirement Plan (Lima)	V.A.
St. Rita's Medical Center Retirement Plan (Lima)	C.A.
St. Rita's Medical Center Retirement Plan (Lima)	M.A.
St. Rita's Medical Center Retirement Plan (Lima)	D.A.
St. Rita's Medical Center Retirement Plan (Lima)	R.B.
St. Rita's Medical Center Retirement Plan (Lima)	R.B.
St. Rita's Medical Center Retirement Plan (Lima)	M.B.
St. Rita's Medical Center Retirement Plan (Lima)	R.B.
St. Rita's Medical Center Retirement Plan (Lima)	D.B.
St. Rita's Medical Center Retirement Plan (Lima)	S.B.
St. Rita's Medical Center Retirement Plan (Lima)	J.B.
St. Rita's Medical Center Retirement Plan (Lima)	L.B.
St. Rita's Medical Center Retirement Plan (Lima)	C.B.
St. Rita's Medical Center Retirement Plan (Lima)	M.B.
St. Rita's Medical Center Retirement Plan (Lima)	G.B.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	M.B.
St. Rita's Medical Center Retirement Plan (Lima)	K.B.
St. Rita's Medical Center Retirement Plan (Lima)	K.B.
St. Rita's Medical Center Retirement Plan (Lima)	T.B.
St. Rita's Medical Center Retirement Plan (Lima)	B.B.
St. Rita's Medical Center Retirement Plan (Lima)	J.B.
St. Rita's Medical Center Retirement Plan (Lima)	D.B.
St. Rita's Medical Center Retirement Plan (Lima)	P.B.
St. Rita's Medical Center Retirement Plan (Lima)	C.B.
St. Rita's Medical Center Retirement Plan (Lima)	L.B.
St. Rita's Medical Center Retirement Plan (Lima)	M.B.
St. Rita's Medical Center Retirement Plan (Lima)	M.B.
St. Rita's Medical Center Retirement Plan (Lima)	J.B.
St. Rita's Medical Center Retirement Plan (Lima)	C.B.
St. Rita's Medical Center Retirement Plan (Lima)	S.B.
St. Rita's Medical Center Retirement Plan (Lima)	K.B.
St. Rita's Medical Center Retirement Plan (Lima)	D.B.
St. Rita's Medical Center Retirement Plan (Lima)	B.B.
St. Rita's Medical Center Retirement Plan (Lima)	P.B.
St. Rita's Medical Center Retirement Plan (Lima)	S.B.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	T.B.
St. Rita's Medical Center Retirement Plan (Lima)	N.B.
St. Rita's Medical Center Retirement Plan (Lima)	D.B.
St. Rita's Medical Center Retirement Plan (Lima)	D.B.
St. Rita's Medical Center Retirement Plan (Lima)	D.B.
St. Rita's Medical Center Retirement Plan (Lima)	J.B.
St. Rita's Medical Center Retirement Plan (Lima)	J.B.
St. Rita's Medical Center Retirement Plan (Lima)	A.B.
St. Rita's Medical Center Retirement Plan (Lima)	A.B.
St. Rita's Medical Center Retirement Plan (Lima)	M.B.
St. Rita's Medical Center Retirement Plan (Lima)	C.B.
St. Rita's Medical Center Retirement Plan (Lima)	C.B.
St. Rita's Medical Center Retirement Plan (Lima)	A.B.
St. Rita's Medical Center Retirement Plan (Lima)	C.B.
St. Rita's Medical Center Retirement Plan (Lima)	J.B.
St. Rita's Medical Center Retirement Plan (Lima)	D.B.
St. Rita's Medical Center Retirement Plan (Lima)	S.B.
St. Rita's Medical Center Retirement Plan (Lima)	B.B.
St. Rita's Medical Center Retirement Plan (Lima)	L.B.
St. Rita's Medical Center Retirement Plan (Lima)	D.B.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	L.B.
St. Rita's Medical Center Retirement Plan (Lima)	P.B.
St. Rita's Medical Center Retirement Plan (Lima)	M.B.
St. Rita's Medical Center Retirement Plan (Lima)	D.C.
St. Rita's Medical Center Retirement Plan (Lima)	T.C.
St. Rita's Medical Center Retirement Plan (Lima)	B.C.
St. Rita's Medical Center Retirement Plan (Lima)	D.C.
St. Rita's Medical Center Retirement Plan (Lima)	K.C.
St. Rita's Medical Center Retirement Plan (Lima)	J.C.
St. Rita's Medical Center Retirement Plan (Lima)	S.C.
St. Rita's Medical Center Retirement Plan (Lima)	K.C.
St. Rita's Medical Center Retirement Plan (Lima)	R.C.
St. Rita's Medical Center Retirement Plan (Lima)	S.C.
St. Rita's Medical Center Retirement Plan (Lima)	L.C.
St. Rita's Medical Center Retirement Plan (Lima)	J.C.
St. Rita's Medical Center Retirement Plan (Lima)	C.C.
St. Rita's Medical Center Retirement Plan (Lima)	J.C.
St. Rita's Medical Center Retirement Plan (Lima)	K.C.
St. Rita's Medical Center Retirement Plan (Lima)	R.C.
St. Rita's Medical Center Retirement Plan (Lima)	K.C.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	T.C.
St. Rita's Medical Center Retirement Plan (Lima)	S.C.
St. Rita's Medical Center Retirement Plan (Lima)	D.C.
St. Rita's Medical Center Retirement Plan (Lima)	J.C.
St. Rita's Medical Center Retirement Plan (Lima)	J.C.
St. Rita's Medical Center Retirement Plan (Lima)	D.C.
St. Rita's Medical Center Retirement Plan (Lima)	R.C.
St. Rita's Medical Center Retirement Plan (Lima)	J.D.
St. Rita's Medical Center Retirement Plan (Lima)	V.D.
St. Rita's Medical Center Retirement Plan (Lima)	A.D.
St. Rita's Medical Center Retirement Plan (Lima)	T.D.
St. Rita's Medical Center Retirement Plan (Lima)	L.D.
St. Rita's Medical Center Retirement Plan (Lima)	J.D.
St. Rita's Medical Center Retirement Plan (Lima)	L.D.
St. Rita's Medical Center Retirement Plan (Lima)	C.D.
St. Rita's Medical Center Retirement Plan (Lima)	B.D.
St. Rita's Medical Center Retirement Plan (Lima)	J.D.
St. Rita's Medical Center Retirement Plan (Lima)	K.D.
St. Rita's Medical Center Retirement Plan (Lima)	A.D.
St. Rita's Medical Center Retirement Plan (Lima)	K.D.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	J.D.
St. Rita's Medical Center Retirement Plan (Lima)	D.E.
St. Rita's Medical Center Retirement Plan (Lima)	S.E.
St. Rita's Medical Center Retirement Plan (Lima)	J.E.
St. Rita's Medical Center Retirement Plan (Lima)	M.E.
St. Rita's Medical Center Retirement Plan (Lima)	D.E.
St. Rita's Medical Center Retirement Plan (Lima)	K.E.
St. Rita's Medical Center Retirement Plan (Lima)	D.E.
St. Rita's Medical Center Retirement Plan (Lima)	K.E.
St. Rita's Medical Center Retirement Plan (Lima)	D.E.
St. Rita's Medical Center Retirement Plan (Lima)	A.E.
St. Rita's Medical Center Retirement Plan (Lima)	K.F.
St. Rita's Medical Center Retirement Plan (Lima)	S.F.
St. Rita's Medical Center Retirement Plan (Lima)	C.F.
St. Rita's Medical Center Retirement Plan (Lima)	L.F.
St. Rita's Medical Center Retirement Plan (Lima)	J.F.
St. Rita's Medical Center Retirement Plan (Lima)	M.F.
St. Rita's Medical Center Retirement Plan (Lima)	J.F.
St. Rita's Medical Center Retirement Plan (Lima)	B.F.
St. Rita's Medical Center Retirement Plan (Lima)	J.F.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	B.F.
St. Rita's Medical Center Retirement Plan (Lima)	B.F.
St. Rita's Medical Center Retirement Plan (Lima)	H.F.
St. Rita's Medical Center Retirement Plan (Lima)	D.F.
St. Rita's Medical Center Retirement Plan (Lima)	J.F.
St. Rita's Medical Center Retirement Plan (Lima)	V.F.
St. Rita's Medical Center Retirement Plan (Lima)	B.F.
St. Rita's Medical Center Retirement Plan (Lima)	M.F.
St. Rita's Medical Center Retirement Plan (Lima)	S.G.
St. Rita's Medical Center Retirement Plan (Lima)	K.G.
St. Rita's Medical Center Retirement Plan (Lima)	M.G.
St. Rita's Medical Center Retirement Plan (Lima)	K.G.
St. Rita's Medical Center Retirement Plan (Lima)	S.G.
St. Rita's Medical Center Retirement Plan (Lima)	F.G.
St. Rita's Medical Center Retirement Plan (Lima)	K.G.
St. Rita's Medical Center Retirement Plan (Lima)	R.G.
St. Rita's Medical Center Retirement Plan (Lima)	J.G.
St. Rita's Medical Center Retirement Plan (Lima)	L.G.
St. Rita's Medical Center Retirement Plan (Lima)	C.G.
St. Rita's Medical Center Retirement Plan (Lima)	D.G.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	J.G.
St. Rita's Medical Center Retirement Plan (Lima)	D.G.
St. Rita's Medical Center Retirement Plan (Lima)	V.G.
St. Rita's Medical Center Retirement Plan (Lima)	J.G.
St. Rita's Medical Center Retirement Plan (Lima)	R.G.
St. Rita's Medical Center Retirement Plan (Lima)	D.G.
St. Rita's Medical Center Retirement Plan (Lima)	J.G.
St. Rita's Medical Center Retirement Plan (Lima)	J.G.
St. Rita's Medical Center Retirement Plan (Lima)	R.G.
St. Rita's Medical Center Retirement Plan (Lima)	S.G.
St. Rita's Medical Center Retirement Plan (Lima)	C.G.
St. Rita's Medical Center Retirement Plan (Lima)	M.G.
St. Rita's Medical Center Retirement Plan (Lima)	B.H.
St. Rita's Medical Center Retirement Plan (Lima)	B.H.
St. Rita's Medical Center Retirement Plan (Lima)	J.H.
St. Rita's Medical Center Retirement Plan (Lima)	M.H.
St. Rita's Medical Center Retirement Plan (Lima)	S.H.
St. Rita's Medical Center Retirement Plan (Lima)	A.H.
St. Rita's Medical Center Retirement Plan (Lima)	A.H.
St. Rita's Medical Center Retirement Plan (Lima)	P.H.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	D.H.
St. Rita's Medical Center Retirement Plan (Lima)	S.H.
St. Rita's Medical Center Retirement Plan (Lima)	D.H.
St. Rita's Medical Center Retirement Plan (Lima)	B.H.
St. Rita's Medical Center Retirement Plan (Lima)	M.H.
St. Rita's Medical Center Retirement Plan (Lima)	T.H.
St. Rita's Medical Center Retirement Plan (Lima)	D.H.
St. Rita's Medical Center Retirement Plan (Lima)	J.H.
St. Rita's Medical Center Retirement Plan (Lima)	S.H.
St. Rita's Medical Center Retirement Plan (Lima)	C.H.
St. Rita's Medical Center Retirement Plan (Lima)	D.H.
St. Rita's Medical Center Retirement Plan (Lima)	C.H.
St. Rita's Medical Center Retirement Plan (Lima)	J.H.
St. Rita's Medical Center Retirement Plan (Lima)	L.H.
St. Rita's Medical Center Retirement Plan (Lima)	K.H.
St. Rita's Medical Center Retirement Plan (Lima)	G.H.
St. Rita's Medical Center Retirement Plan (Lima)	J.H.
St. Rita's Medical Center Retirement Plan (Lima)	B.H.
St. Rita's Medical Center Retirement Plan (Lima)	B.H.
St. Rita's Medical Center Retirement Plan (Lima)	T.H.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	A.H.
St. Rita's Medical Center Retirement Plan (Lima)	S.H.
St. Rita's Medical Center Retirement Plan (Lima)	B.H.
St. Rita's Medical Center Retirement Plan (Lima)	T.H.
St. Rita's Medical Center Retirement Plan (Lima)	M.H.
St. Rita's Medical Center Retirement Plan (Lima)	H.H.
St. Rita's Medical Center Retirement Plan (Lima)	R.I.
St. Rita's Medical Center Retirement Plan (Lima)	D.I.
St. Rita's Medical Center Retirement Plan (Lima)	M.J.
St. Rita's Medical Center Retirement Plan (Lima)	G.J.
St. Rita's Medical Center Retirement Plan (Lima)	J.J.
St. Rita's Medical Center Retirement Plan (Lima)	M.J.
St. Rita's Medical Center Retirement Plan (Lima)	L.J.
St. Rita's Medical Center Retirement Plan (Lima)	S.J.
St. Rita's Medical Center Retirement Plan (Lima)	M.J.
St. Rita's Medical Center Retirement Plan (Lima)	J.J.
St. Rita's Medical Center Retirement Plan (Lima)	A.J.
St. Rita's Medical Center Retirement Plan (Lima)	J.J.
St. Rita's Medical Center Retirement Plan (Lima)	K.J.
St. Rita's Medical Center Retirement Plan (Lima)	R.J.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	A.K.
St. Rita's Medical Center Retirement Plan (Lima)	K.K.
St. Rita's Medical Center Retirement Plan (Lima)	R.K.
St. Rita's Medical Center Retirement Plan (Lima)	L.K.
St. Rita's Medical Center Retirement Plan (Lima)	A.K.
St. Rita's Medical Center Retirement Plan (Lima)	R.K.
St. Rita's Medical Center Retirement Plan (Lima)	B.K.
St. Rita's Medical Center Retirement Plan (Lima)	A.K.
St. Rita's Medical Center Retirement Plan (Lima)	C.K.
St. Rita's Medical Center Retirement Plan (Lima)	C.K.
St. Rita's Medical Center Retirement Plan (Lima)	M.K.
St. Rita's Medical Center Retirement Plan (Lima)	L.K.
St. Rita's Medical Center Retirement Plan (Lima)	L.K.
St. Rita's Medical Center Retirement Plan (Lima)	M.K.
St. Rita's Medical Center Retirement Plan (Lima)	K.K.
St. Rita's Medical Center Retirement Plan (Lima)	S.K.
St. Rita's Medical Center Retirement Plan (Lima)	D.K.
St. Rita's Medical Center Retirement Plan (Lima)	P.L.
St. Rita's Medical Center Retirement Plan (Lima)	B.L.
St. Rita's Medical Center Retirement Plan (Lima)	R.L.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	S.L.
St. Rita's Medical Center Retirement Plan (Lima)	S.L.
St. Rita's Medical Center Retirement Plan (Lima)	V.L.
St. Rita's Medical Center Retirement Plan (Lima)	F.L.
St. Rita's Medical Center Retirement Plan (Lima)	K.L.
St. Rita's Medical Center Retirement Plan (Lima)	A.L.
St. Rita's Medical Center Retirement Plan (Lima)	A.L.
St. Rita's Medical Center Retirement Plan (Lima)	K.L.
St. Rita's Medical Center Retirement Plan (Lima)	B.L.
St. Rita's Medical Center Retirement Plan (Lima)	J.L.
St. Rita's Medical Center Retirement Plan (Lima)	S.L.
St. Rita's Medical Center Retirement Plan (Lima)	B.L.
St. Rita's Medical Center Retirement Plan (Lima)	A.L.
St. Rita's Medical Center Retirement Plan (Lima)	B.L.
St. Rita's Medical Center Retirement Plan (Lima)	C.L.
St. Rita's Medical Center Retirement Plan (Lima)	J.L.
St. Rita's Medical Center Retirement Plan (Lima)	B.L.
St. Rita's Medical Center Retirement Plan (Lima)	R.L.
St. Rita's Medical Center Retirement Plan (Lima)	J.L.
St. Rita's Medical Center Retirement Plan (Lima)	R.L.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	M.M.
St. Rita's Medical Center Retirement Plan (Lima)	A.M.
St. Rita's Medical Center Retirement Plan (Lima)	M.M.
St. Rita's Medical Center Retirement Plan (Lima)	W.M.
St. Rita's Medical Center Retirement Plan (Lima)	W.M.
St. Rita's Medical Center Retirement Plan (Lima)	C.M.
St. Rita's Medical Center Retirement Plan (Lima)	J.M.
St. Rita's Medical Center Retirement Plan (Lima)	J.M.
St. Rita's Medical Center Retirement Plan (Lima)	L.M.
St. Rita's Medical Center Retirement Plan (Lima)	K.M.
St. Rita's Medical Center Retirement Plan (Lima)	K.M.
St. Rita's Medical Center Retirement Plan (Lima)	N.M.
St. Rita's Medical Center Retirement Plan (Lima)	K.M.
St. Rita's Medical Center Retirement Plan (Lima)	B.M.
St. Rita's Medical Center Retirement Plan (Lima)	K.M.
St. Rita's Medical Center Retirement Plan (Lima)	T.M.
St. Rita's Medical Center Retirement Plan (Lima)	L.M.
St. Rita's Medical Center Retirement Plan (Lima)	R.M.
St. Rita's Medical Center Retirement Plan (Lima)	M.M.
St. Rita's Medical Center Retirement Plan (Lima)	A.M.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	A.M.
St. Rita's Medical Center Retirement Plan (Lima)	K.M.
St. Rita's Medical Center Retirement Plan (Lima)	R.M.
St. Rita's Medical Center Retirement Plan (Lima)	L.M.
St. Rita's Medical Center Retirement Plan (Lima)	M.M.
St. Rita's Medical Center Retirement Plan (Lima)	T.M.
St. Rita's Medical Center Retirement Plan (Lima)	P.M.
St. Rita's Medical Center Retirement Plan (Lima)	C.M.
St. Rita's Medical Center Retirement Plan (Lima)	M.M.
St. Rita's Medical Center Retirement Plan (Lima)	D.M.
St. Rita's Medical Center Retirement Plan (Lima)	B.M.
St. Rita's Medical Center Retirement Plan (Lima)	T.M.
St. Rita's Medical Center Retirement Plan (Lima)	L.M.
St. Rita's Medical Center Retirement Plan (Lima)	S.M.
St. Rita's Medical Center Retirement Plan (Lima)	R.M.
St. Rita's Medical Center Retirement Plan (Lima)	K.M.
St. Rita's Medical Center Retirement Plan (Lima)	K.M.
St. Rita's Medical Center Retirement Plan (Lima)	S.M.
St. Rita's Medical Center Retirement Plan (Lima)	K.M.
St. Rita's Medical Center Retirement Plan (Lima)	W.M.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	V.M.
St. Rita's Medical Center Retirement Plan (Lima)	S.M.
St. Rita's Medical Center Retirement Plan (Lima)	J.M.
St. Rita's Medical Center Retirement Plan (Lima)	J.M.
St. Rita's Medical Center Retirement Plan (Lima)	T.M.
St. Rita's Medical Center Retirement Plan (Lima)	N.M.
St. Rita's Medical Center Retirement Plan (Lima)	E.M.
St. Rita's Medical Center Retirement Plan (Lima)	C.N.
St. Rita's Medical Center Retirement Plan (Lima)	A.N.
St. Rita's Medical Center Retirement Plan (Lima)	S.N.
St. Rita's Medical Center Retirement Plan (Lima)	E.N.
St. Rita's Medical Center Retirement Plan (Lima)	L.N.
St. Rita's Medical Center Retirement Plan (Lima)	J.N.
St. Rita's Medical Center Retirement Plan (Lima)	M.N.
St. Rita's Medical Center Retirement Plan (Lima)	E.N.
St. Rita's Medical Center Retirement Plan (Lima)	K.N.
St. Rita's Medical Center Retirement Plan (Lima)	A.N.
St. Rita's Medical Center Retirement Plan (Lima)	K.O.
St. Rita's Medical Center Retirement Plan (Lima)	M.O.
St. Rita's Medical Center Retirement Plan (Lima)	C.O.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	R.O.
St. Rita's Medical Center Retirement Plan (Lima)	T.O.
St. Rita's Medical Center Retirement Plan (Lima)	J.O.
St. Rita's Medical Center Retirement Plan (Lima)	J.O.
St. Rita's Medical Center Retirement Plan (Lima)	J.P.
St. Rita's Medical Center Retirement Plan (Lima)	T.P.
St. Rita's Medical Center Retirement Plan (Lima)	J.P.
St. Rita's Medical Center Retirement Plan (Lima)	A.P.
St. Rita's Medical Center Retirement Plan (Lima)	H.P.
St. Rita's Medical Center Retirement Plan (Lima)	Z.P.
St. Rita's Medical Center Retirement Plan (Lima)	J.P.
St. Rita's Medical Center Retirement Plan (Lima)	C.P.
St. Rita's Medical Center Retirement Plan (Lima)	G.P.
St. Rita's Medical Center Retirement Plan (Lima)	M.P.
St. Rita's Medical Center Retirement Plan (Lima)	M.P.
St. Rita's Medical Center Retirement Plan (Lima)	E.P.
St. Rita's Medical Center Retirement Plan (Lima)	T.P.
St. Rita's Medical Center Retirement Plan (Lima)	R.P.
St. Rita's Medical Center Retirement Plan (Lima)	L.P.
St. Rita's Medical Center Retirement Plan (Lima)	J.R.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	K.R.
St. Rita's Medical Center Retirement Plan (Lima)	J.R.
St. Rita's Medical Center Retirement Plan (Lima)	K.R.
St. Rita's Medical Center Retirement Plan (Lima)	P.R.
St. Rita's Medical Center Retirement Plan (Lima)	D.R.
St. Rita's Medical Center Retirement Plan (Lima)	A.R.
St. Rita's Medical Center Retirement Plan (Lima)	M.R.
St. Rita's Medical Center Retirement Plan (Lima)	J.R.
St. Rita's Medical Center Retirement Plan (Lima)	C.R.
St. Rita's Medical Center Retirement Plan (Lima)	B.R.
St. Rita's Medical Center Retirement Plan (Lima)	J.R.
St. Rita's Medical Center Retirement Plan (Lima)	L.R.
St. Rita's Medical Center Retirement Plan (Lima)	L.R.
St. Rita's Medical Center Retirement Plan (Lima)	R.R.
St. Rita's Medical Center Retirement Plan (Lima)	L.R.
St. Rita's Medical Center Retirement Plan (Lima)	J.R.
St. Rita's Medical Center Retirement Plan (Lima)	J.R.
St. Rita's Medical Center Retirement Plan (Lima)	D.R.
St. Rita's Medical Center Retirement Plan (Lima)	D.R.
St. Rita's Medical Center Retirement Plan (Lima)	P.R.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	T.R.
St. Rita's Medical Center Retirement Plan (Lima)	L.R.
St. Rita's Medical Center Retirement Plan (Lima)	C.R.
St. Rita's Medical Center Retirement Plan (Lima)	L.S.
St. Rita's Medical Center Retirement Plan (Lima)	A.S.
St. Rita's Medical Center Retirement Plan (Lima)	J.S.
St. Rita's Medical Center Retirement Plan (Lima)	T.S.
St. Rita's Medical Center Retirement Plan (Lima)	C.S.
St. Rita's Medical Center Retirement Plan (Lima)	K.S.
St. Rita's Medical Center Retirement Plan (Lima)	T.S.
St. Rita's Medical Center Retirement Plan (Lima)	S.S.
St. Rita's Medical Center Retirement Plan (Lima)	S.S.
St. Rita's Medical Center Retirement Plan (Lima)	K.S.
St. Rita's Medical Center Retirement Plan (Lima)	C.S.
St. Rita's Medical Center Retirement Plan (Lima)	M.S.
St. Rita's Medical Center Retirement Plan (Lima)	D.S.
St. Rita's Medical Center Retirement Plan (Lima)	C.S.
St. Rita's Medical Center Retirement Plan (Lima)	A.S.
St. Rita's Medical Center Retirement Plan (Lima)	P.S.
St. Rita's Medical Center Retirement Plan (Lima)	T.S.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	C.S.
St. Rita's Medical Center Retirement Plan (Lima)	L.S.
St. Rita's Medical Center Retirement Plan (Lima)	T.S.
St. Rita's Medical Center Retirement Plan (Lima)	R.S.
St. Rita's Medical Center Retirement Plan (Lima)	D.S.
St. Rita's Medical Center Retirement Plan (Lima)	S.S.
St. Rita's Medical Center Retirement Plan (Lima)	J.S.
St. Rita's Medical Center Retirement Plan (Lima)	C.S.
St. Rita's Medical Center Retirement Plan (Lima)	J.S.
St. Rita's Medical Center Retirement Plan (Lima)	J.S.
St. Rita's Medical Center Retirement Plan (Lima)	J.S.
St. Rita's Medical Center Retirement Plan (Lima)	R.S.
St. Rita's Medical Center Retirement Plan (Lima)	B.S.
St. Rita's Medical Center Retirement Plan (Lima)	D.S.
St. Rita's Medical Center Retirement Plan (Lima)	S.S.
St. Rita's Medical Center Retirement Plan (Lima)	D.S.
St. Rita's Medical Center Retirement Plan (Lima)	C.S.
St. Rita's Medical Center Retirement Plan (Lima)	M.S.
St. Rita's Medical Center Retirement Plan (Lima)	L.S.
St. Rita's Medical Center Retirement Plan (Lima)	M.S.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	J.S.
St. Rita's Medical Center Retirement Plan (Lima)	R.S.
St. Rita's Medical Center Retirement Plan (Lima)	D.S.
St. Rita's Medical Center Retirement Plan (Lima)	H.S.
St. Rita's Medical Center Retirement Plan (Lima)	C.S.
St. Rita's Medical Center Retirement Plan (Lima)	T.S.
St. Rita's Medical Center Retirement Plan (Lima)	P.S.
St. Rita's Medical Center Retirement Plan (Lima)	J.S.
St. Rita's Medical Center Retirement Plan (Lima)	J.S.
St. Rita's Medical Center Retirement Plan (Lima)	C.S.
St. Rita's Medical Center Retirement Plan (Lima)	K.S.
St. Rita's Medical Center Retirement Plan (Lima)	C.S.
St. Rita's Medical Center Retirement Plan (Lima)	E.S.
St. Rita's Medical Center Retirement Plan (Lima)	A.S.
St. Rita's Medical Center Retirement Plan (Lima)	T.S.
St. Rita's Medical Center Retirement Plan (Lima)	L.S.
St. Rita's Medical Center Retirement Plan (Lima)	L.S.
St. Rita's Medical Center Retirement Plan (Lima)	T.S.
St. Rita's Medical Center Retirement Plan (Lima)	B.S.
St. Rita's Medical Center Retirement Plan (Lima)	E.S.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	R.S.
St. Rita's Medical Center Retirement Plan (Lima)	K.S.
St. Rita's Medical Center Retirement Plan (Lima)	C.S.
St. Rita's Medical Center Retirement Plan (Lima)	S.S.
St. Rita's Medical Center Retirement Plan (Lima)	J.S.
St. Rita's Medical Center Retirement Plan (Lima)	E.S.
St. Rita's Medical Center Retirement Plan (Lima)	I.S.
St. Rita's Medical Center Retirement Plan (Lima)	R.T.
St. Rita's Medical Center Retirement Plan (Lima)	T.T.
St. Rita's Medical Center Retirement Plan (Lima)	J.T.
St. Rita's Medical Center Retirement Plan (Lima)	M.T.
St. Rita's Medical Center Retirement Plan (Lima)	J.T.
St. Rita's Medical Center Retirement Plan (Lima)	R.T.
St. Rita's Medical Center Retirement Plan (Lima)	D.T.
St. Rita's Medical Center Retirement Plan (Lima)	C.T.
St. Rita's Medical Center Retirement Plan (Lima)	C.T.
St. Rita's Medical Center Retirement Plan (Lima)	K.T.
St. Rita's Medical Center Retirement Plan (Lima)	T.T.
St. Rita's Medical Center Retirement Plan (Lima)	M.T.
St. Rita's Medical Center Retirement Plan (Lima)	H.T.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	J.T.
St. Rita's Medical Center Retirement Plan (Lima)	H.T.
St. Rita's Medical Center Retirement Plan (Lima)	C.U.
St. Rita's Medical Center Retirement Plan (Lima)	M.U.
St. Rita's Medical Center Retirement Plan (Lima)	B.U.
St. Rita's Medical Center Retirement Plan (Lima)	J.U.
St. Rita's Medical Center Retirement Plan (Lima)	B.V.
St. Rita's Medical Center Retirement Plan (Lima)	T.V.
St. Rita's Medical Center Retirement Plan (Lima)	N.V.
St. Rita's Medical Center Retirement Plan (Lima)	D.V.
St. Rita's Medical Center Retirement Plan (Lima)	R.V.
St. Rita's Medical Center Retirement Plan (Lima)	D.V.
St. Rita's Medical Center Retirement Plan (Lima)	K.V.
St. Rita's Medical Center Retirement Plan (Lima)	C.W.
St. Rita's Medical Center Retirement Plan (Lima)	R.W.
St. Rita's Medical Center Retirement Plan (Lima)	H.W.
St. Rita's Medical Center Retirement Plan (Lima)	R.W.
St. Rita's Medical Center Retirement Plan (Lima)	T.W.
St. Rita's Medical Center Retirement Plan (Lima)	K.W.
St. Rita's Medical Center Retirement Plan (Lima)	S.W.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	M.W.
St. Rita's Medical Center Retirement Plan (Lima)	E.W.
St. Rita's Medical Center Retirement Plan (Lima)	G.W.
St. Rita's Medical Center Retirement Plan (Lima)	K.W.
St. Rita's Medical Center Retirement Plan (Lima)	B.W.
St. Rita's Medical Center Retirement Plan (Lima)	T.W.
St. Rita's Medical Center Retirement Plan (Lima)	N.W.
St. Rita's Medical Center Retirement Plan (Lima)	S.W.
St. Rita's Medical Center Retirement Plan (Lima)	S.W.
St. Rita's Medical Center Retirement Plan (Lima)	N.W.
St. Rita's Medical Center Retirement Plan (Lima)	V.W.
St. Rita's Medical Center Retirement Plan (Lima)	H.W.
St. Rita's Medical Center Retirement Plan (Lima)	M.W.
St. Rita's Medical Center Retirement Plan (Lima)	R.W.
St. Rita's Medical Center Retirement Plan (Lima)	D.W.
St. Rita's Medical Center Retirement Plan (Lima)	D.W.
St. Rita's Medical Center Retirement Plan (Lima)	R.W.
St. Rita's Medical Center Retirement Plan (Lima)	S.W.
St. Rita's Medical Center Retirement Plan (Lima)	C.W.
St. Rita's Medical Center Retirement Plan (Lima)	M.W.

In re Mercy Health ERISA Litigation,
No. 1:16-cv-00441-SJD-SKB (S.D. Ohio)

Settlement Agreement, July 13, 2018: Schedule A

Name of Plan	Initials of Lump Sum Payment Recipient
St. Rita's Medical Center Retirement Plan (Lima)	M.W.
St. Rita's Medical Center Retirement Plan (Lima)	V.W.
St. Rita's Medical Center Retirement Plan (Lima)	K.W.
St. Rita's Medical Center Retirement Plan (Lima)	M.W.
St. Rita's Medical Center Retirement Plan (Lima)	J.W.
St. Rita's Medical Center Retirement Plan (Lima)	R.Y.
St. Rita's Medical Center Retirement Plan (Lima)	V.Y.
St. Rita's Medical Center Retirement Plan (Lima)	L.Y.
St. Rita's Medical Center Retirement Plan (Lima)	K.Z.
St. Rita's Medical Center Retirement Plan (Lima)	E.Z.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
(WESTERN DIVISION)**

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

CLASS ACTION SETTLEMENT AGREEMENT

EXHIBIT 1

[PROPOSED] PRELIMINARY APPROVAL ORDER

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
(WESTERN DIVISION)**

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT, NOTICE
PROCEDURES AND SCHEDULING OF A FAIRNESS HEARING**

This litigation involves claims for alleged violations of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001, et seq. (“ERISA”), with respect to certain pension plans (the “Plans”),¹ each of which Defendants claim is exempt from ERISA’s requirements pursuant to the exemption for “Church Plans,” 29 U.S.C. § 1002(33)(A).

¹ Capitalized terms not otherwise defined in this Order shall have the same meaning as ascribed to them in the Class Action Settlement Agreement. As set forth in the Settlement Agreement, the Plans are:

- (a) Mercy Health Partners - Northern Region Retirement Plan** (including the following merged plans: the St. Charles Mercy Hospital Retirement Plan, the St. Vincent Medical Center Defined Benefit Plan, the St. Anne Mercy Hospital Retirement Plan (also known as the Riverside Mercy Hospital Retirement Plan), the Mercy Hospital Plan of Tiffin, Ohio), and the Mercy Health Partners - Northern Region Retirement Plan (Tiffin)).
- (b) St. Rita’s Medical Center Retirement Plan (Lima).**
- (c) Community Health Partners Regional Medical Center Employees’ Defined Benefit Pension Plan (Lorain)** (including the following merged plans: the St. Joseph Hospital and Health Center Defined Benefit Pension Plan and the Lakeland Community Hospital Defined Benefit Pension Plan).
- (d) Retirement Plan for Employees of Humility of Mary Health Partners (Youngstown)** (including the following merged plans: the Retirement Plan for Employees of St. Elizabeth Hospital Medical Center and the Retirement Plan for Employees of St. Joseph Riverside Hospital).
- (e) Mercy Health Partners Pension Plan (Northeast Pennsylvania)** (including the following merged plans: Mercy Health Partners Pension Plan (NEPA - Scranton), the Mercy Health System Northeast Region Defined Benefit Plan 1, the Mercy Health System Northeast Region Defined Benefit Plan 2, and the Mercy Health Partners Wilkes-Barre Employees’ Pension Plan (NEPA - WB)).

Plaintiffs have presented a proposed settlement (the “Settlement”) to the Court for preliminary approval. The terms of the Settlement are set forth in the Class Action Settlement Agreement (“Settlement Agreement”) (Dkt. No. _____), executed by counsel on July 13, 2018 on behalf of the Parties. Named Plaintiffs have filed a Motion for Preliminary Approval of the Settlement. The Court has considered the Settlement to determine, among other things, whether to approve preliminarily the Settlement, certify preliminarily a Settlement Class, authorize the dissemination of Class Notice to members of the Settlement Class, and set a date and time for the Fairness Hearing. Upon reviewing the Settlement Agreement, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Class Findings. The Court makes the following preliminary findings with respect to the proposed Settlement Class:

a) The Court preliminarily finds that the Settlement Class is ascertainable from records kept with respect to the Plans and from other objective criteria, and the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable. Rule 23(a)(1) is satisfied.

b) The Court preliminarily finds that there are one or more questions of fact and/or law common to the Settlement Class including, but not limited to, whether the Plans are

(f) Mercy Health System - Western Ohio Retirement Plan (Springfield Mercy) (including the following merged plans: the Mercy Memorial Hospital Retirement Plan, the Mercy Medical Center Retirement Plan, the Mercy Health System – Western Ohio Acute Care Facility Retirement Plan, the Mercy Siena Nursing Home Retirement Plan, the McAuley Center Retirement Plan, and the Mercy Health System – Western Ohio Long Term Retirement Plan).

(g) Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati) (including the following merged plans: the Anderson Mercy Hospital Plan, the Sisters of Mercy of Hamilton, Ohio Retirement Plan, and the Clermont Mercy Hospital Retirement Plan).

governed by ERISA or are exempt as “Church Plans,” and – if governed by ERISA – whether Defendants have failed to comply with ERISA requirements. Rule 23(a)(2) is satisfied.

c) The Court preliminarily finds that Named Plaintiffs David Lupp, Janet Whaley, Leslie Biedelman, Patricia Blockus, Charles Bork, Marilyn Gagne, Karl Mauger, Patricia Mauger, Beth Zaworski, Nancy Zink, Mary Alban, and Linda Derrick are members of the Settlement Class and their claims are typical of the claims of the Settlement Class. Rule 23(a)(3) is satisfied.

d) The Court preliminarily finds that the Named Plaintiffs will fairly and adequately protect the interests of the Settlement Class in that: (i) their interests and the nature of claims alleged are consistent with those of the members of the Settlement Class; (ii) there appear to be no conflicts between or among the proposed Class Representatives and the Settlement Class; and (iii) the proposed Class Representatives and the members of the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting large, complicated ERISA class actions. Rule 23(a)(4) is satisfied.

e) The Court preliminarily finds that the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual class members that would establish incompatible standards of conduct for Defendants; or (ii) adjudications as to individual class members that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications, or substantially impair or impede those persons’ ability to protect their interests. Rule 23(b)(1) is satisfied.

f) Alternatively, the Court preliminarily finds that Defendants have acted or refused to act on grounds generally applicable to the Settlement Class, and such conduct may be

subject to appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a whole. Rule 23(b)(2) is satisfied.

(g) The Court preliminarily finds that Izard, Kindall & Raabe LLP and Kessler Topaz Meltzer & Check, LLP (collectively, “Class Counsel”) are capable of fairly and adequately representing the interests of the Settlement Class. Having reviewed the declarations of Class Counsel in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, the Court determines that Class Counsel have done extensive work identifying or investigating potential claims in the Action, and have litigated the validity of those claims through the motion to dismiss the case. Class Counsel are experienced in handling class actions, other complex litigation, and claims of the type asserted in the Action. Class Counsel are knowledgeable about the applicable law, and have committed the necessary resources to represent the Settlement Class. Rule 23(g) is satisfied.

2. Class Certification. Based on the findings set forth above, the Court preliminarily certifies the following class under Federal Rules of Civil Procedure 23(b)(1) and/or (2) and 23(e) in this litigation (the “Settlement Class”):

All present or past participants (vested or non-vested) or beneficiaries of the Plans as of the Effective Date of the Settlement. The Settlement Class shall be certified as a non-opt out class action for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23 (b)(1) and/or (b)(2).

The Court preliminarily appoints David Lupp, Janet Whaley, Leslie Biedelman, Patricia Blockus, Charles Bork, Marilyn Gagne, Karl Mauger, Patricia Mauger, Beth Zaworski, Nancy Zink, Mary Alban, and Linda Derrick as representatives for the Settlement Class, and Izard, Kindall & Raabe LLP and Kessler Topaz Meltzer & Check, LLP as Class Counsel for the Settlement Class, and Strauss Troy Co., LPA as Liaison Counsel.

3. Preliminary Findings Regarding Proposed Settlement. The Court preliminarily finds that: (1) there is no evidence that the Settlement Agreement is the result of fraud or collusion; to the contrary, the Settlement was arrived at following significant litigation and arms-length negotiations conducted between experienced counsel with the assistance of a highly-regarded mediator; (2) the issues raised in the litigation are complex, and continued litigation would be both expensive and time consuming; (3) the parties engaged in sufficient discovery to fairly evaluate the strengths and weaknesses of their respective legal positions; (4) plaintiffs' likelihood of succeeding on the merits is far from assured, especially in light of caselaw developments since the initial filing of their lawsuit; (5) class counsel and the class representatives support the settlement; and (6) the settlement of this substantial and complex litigation would serve the public interest.

4. Fairness Hearing. A hearing is scheduled for _____, at ___ **a.m.** (the "Fairness Hearing") to determine, among other things:

- a) Whether the Settlement should be approved as fair, reasonable, and adequate;
- b) Whether the Complaint should be dismissed with prejudice pursuant to the terms of the Settlement Agreement;
- c) Whether the Class Notice provided for by the Settlement Agreement: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law;

- d) Whether Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;
- e) Whether the application for payment of attorneys' fees and reimbursement of expenses to Class Counsel should be approved; and
- f) Whether the application for Case Contribution Awards for the Class Representatives should be approved.

5. Class Notice. A proposed form of Class Notice is attached as Exhibit 2 to the Settlement Agreement (which is Exhibit A to the Declaration of Mark P. Kindall in Support of Plaintiffs' Motion for Preliminary Approval). With respect to such form of Class Notice, the Court finds that such form fairly and adequately: (a) describes the terms and effect of the Settlement Agreement; (b) notifies the Settlement Class that Class Counsel's attorneys' fees and expenses, and Class Representatives' Case Contribution Awards, will be determined in the sole discretion of the Court and paid according to §§ 8.3 and 8.4 of the Settlement Agreement; (c) gives notice to the Settlement Class of the time and place of the Fairness Hearing; and (d) describes how the recipients of the Class Notice may object to any of the relief requested. Further with respect to the form of the Class Notice, the Parties may make non-substantive, administrative changes/edits to the text and form of the Class Notice.

a) By no later than thirty (30) days after entry of this Preliminary Approval Order, Defendants shall cause the Class Notice, with such non-substantive, administrative changes/edits modifications thereto as may be agreed upon by the Parties, to be sent to the last known address of all members of the Settlement Class by first-class mail. Defendants will pay the cost for sending notice to the Settlement Class as part of the Settlement administration.

b) By no later than thirty (30) days after entry of this Preliminary Approval Order, Plaintiffs will cause the Settlement Agreement and the Class Notice to be published on the website identified in the Class Notice.

c) At least seven (7) days prior to the Fairness Hearing, Class Counsel shall file with the Court proof of timely compliance with the requirements of Paragraph 5(b) above, and Defendants' Counsel shall file with the Court proof of timely compliance with the requirements of Paragraph 5(a) above as well as proof of timely compliance with the notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1715(b).

d) By no later than _____ (thirty-one (31) days before the Fairness Hearing), Class Counsel shall file motions for final approval of the Settlement, attorneys' fees and expenses, and Case Contribution Awards for the Settlement Class Representatives.

6. Objections to Settlement. Any member of the Settlement Class who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the application for payment of attorneys' fees and reimbursement of expenses, or to the application for Case Contribution Awards for the Settlement Class Representatives, may timely file an Objection in writing no later than _____(fourteen (14) days prior to the Fairness Hearing). Any objection must be signed and must include (a) the case name and number (In re Mercy Health ERISA Litigation, No. 1:16-cv-00441-SJD); (b) the full name, current address, and telephone number of the Class Member making the objection, and (c) a description of the objection, including whatever factual and legal support the objecting Class Members believes to be appropriate. Any objector must also provide the following additional information if the listed conditions apply:

- a. If the objecting Class Member intends to call any witnesses in support of his or her objection, he or she must provide the names and addresses of the witnesses, together with a brief summary of their testimony;
- b. If the objecting Class Member intends to submit documents in support of his or her objection, he or she must provide copies of each document;
- c. If the objecting Class Member is represented by an attorney or attorneys, the objecting Class Member must provide the name(s), address(es) and phone number(s) of each attorney; and
- d. If the objecting Class Member previously appeared as an objector, or any attorney representing the objecting Class Member provided legal assistance in preparing an objection, with respect to another class action settlement, the objecting Class Member must provide the name of the case, the court in which the case was filed, and the docket number.

7. The addresses for filing objections with the Court is as follows:

Clerk of the Court
United States District Court
Southern District of Ohio
Potter Stewart U.S. Courthouse
100 East Fifth Street
Room 103
Cincinnati, OH 45202

Re: *In re Mercy Health ERISA Litigation*
No. 1:16-cv-00441-SJD-SKB

8. If an objector hires an attorney to represent him or her for the purposes of making such objection pursuant to this paragraph, the attorney must file a notice of appearance with the Court by no later than _____ (fourteen (14) days before the date of the Fairness Hearing). Any member of the Settlement Class or other Person who does not timely file a written

objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred. Any responses to objections shall be filed with the Court no later than _____ (seven (7) days before the Fairness Hearing).

9. Appearance at Fairness Hearing. Any objector who files and serves a timely, written objection in accordance with paragraph 6 above, may also appear at the Fairness Hearing either in person or through counsel retained at the objector's expense. Objectors or their attorneys intending to appear at the Fairness Hearing must indicate that intention in his or her written objection. Any objector who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the Fairness Hearing, except for good cause shown.

10. Additional Briefs. Any additional briefs the Parties may wish to file in support of the Settlement shall be filed no later than _____ (seven (7) days before the Fairness Hearing).

11. Notice Expenses. The expense of printing and mailing all notices required shall be paid by the Defendants as provided in § 8.5 of the Settlement Agreement.

12. Service of Papers. Defendants' Counsel and Class Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

13. Termination of Settlement. This Order shall become null and void, and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing as of February 26, 2018 (the day before the mediation occurred), if the Settlement is terminated in accordance with the Settlement Agreement. In such event, Section 10 of the Settlement Agreement shall govern the rights of the Parties.

14. Use of Order. If this Order becomes of no force or effect, it shall not be construed or used as an admission, concession, or declaration by or against the Defendants, the Class Representatives or the Settlement Class.

15. Continuance of Hearing. The Court may continue the Fairness Hearing without further written notice.

SO ORDERED this _____ day of _____, 2018

Hon. Susan J. Dlott
U.S. District Judge

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
(WESTERN DIVISION)**

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

CLASS ACTION SETTLEMENT AGREEMENT

EXHIBIT 2

[PROPOSED] CLASS NOTICE

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
(WESTERN DIVISION)**

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

**NOTICE OF PROPOSED SETTLEMENT OF ERISA CLASS ACTION LITIGATION
AND SETTLEMENT FAIRNESS HEARING**

This notice (“Notice”) advises you of a proposed settlement (the “Settlement”) of a class action lawsuit brought by Plaintiffs David Lupp, Janet Whaley, Leslie Beidelman, Patricia Blockus, Charles Bork, Marilyn Gagne, Karl Mauger, Patricia Mauger, Beth Zaworski, Nancy Zink, Mary Alban, and Linda Derrick (the “Plaintiffs”) on behalf of themselves, the Plans (referred to below), and members of a Settlement Class against Defendants, alleging that the Defendants breached their fiduciary duties and violated the federal law governing pension plans, the Employee Retirement Income Security Act of 1974 (“ERISA”). Plaintiffs and Defendants are referred to in this Notice as the “Parties.”

**PLEASE READ THIS NOTICE CAREFULLY.
A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION.
YOU HAVE NOT BEEN SUED.**

Your legal rights might be affected if you are a current or former participant (vested or non-vested) or beneficiary of one of the following defined benefit pension plans, or of one of the earlier plans, shown in parenthesis below, which were subsequently merged into one of the seven current plans (collectively, the “Plans”) and are included in the proposed settlement:

- (a) Mercy Health Partners - Northern Region Retirement Plan** (including the following merged plans: the St. Charles Mercy Hospital Retirement Plan, the St. Vincent Medical Center Defined Benefit Plan, the St. Anne Mercy Hospital Retirement Plan (also known as the Riverside Mercy Hospital Retirement Plan), the Mercy Hospital Plan of Tiffin, Ohio, and the Mercy Health Partners - Northern Region Retirement Plan (Tiffin)).
- (b) St. Rita’s Medical Center Retirement Plan (Lima).**
- (c) Community Health Partners Regional Medical Center Employees’ Defined Benefit Pension Plan (Lorain)** (including the following merged plans: the St. Joseph Hospital and Health Center Defined Benefit Pension Plan and the Lakeland Community Hospital Defined Benefit Pension Plan).
- (d) Retirement Plan for Employees of Humility of Mary Health Partners (Youngstown)** (including the following merged plans: the Retirement Plan for

Employees of St. Elizabeth Hospital Medical Center and the Retirement Plan for Employees of St. Joseph Riverside Hospital,).

(e) Mercy Health Partners Pension Plan (Northeast Pennsylvania) (including the following merged plans: Mercy Health Partners Pension Plan (NEPA - Scranton), the Mercy Health System Northeast Region Defined Benefit Plan 1, the Mercy Health System Northeast Region Defined Benefit Plan 2, and the Mercy Health Partners Wilkes-Barre Employees' Pension Plan (NEPA - WB)).

(f) Mercy Health System - Western Ohio Retirement Plan (Springfield Mercy) (including the following merged plans: the Mercy Memorial Hospital Retirement Plan, the Mercy Medical Center Retirement Plan, the Mercy Health System – Western Ohio Acute Care Facility Retirement Plan, the Mercy Siena Nursing Home Retirement Plan, the McAuley Center Retirement Plan, and the Mercy Health System – Western Ohio Long Term Retirement Plan).

(g) Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati) (including the following merged plans: the Anderson Mercy Hospital Plan, the Sisters of Mercy of Hamilton, Ohio Retirement Plan, and the Clermont Mercy Hospital Retirement Plan).

Plaintiffs in this litigation have requested that the Court certify a non-opt-out class of current and former participants and beneficiaries in all of the above-listed Plans for settlement purposes only (the "Settlement Class") and have further requested that the Court approve a proposed settlement (the "Settlement") described in more detail below.

This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in the Class Action Settlement Agreement (the "Settlement Agreement"). The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement, are available at [WEBSITE].

The Plaintiffs brought this lawsuit alleging that the Defendants did not operate the Plans in accordance with ERISA. Defendants claim that the Plans do not have to satisfy ERISA's requirements because they qualify as exempt "Church Plans." The Settlement resolves all claims in the Action against Defendants. The Settlement is not, and should not be construed as, an admission of any fault, liability or wrongdoing whatsoever by any of the Defendants. Defendants continue to deny any and all of the allegations of the Complaint and/or any wrongdoing. Plaintiffs and Class Counsel believe that the Settlement provides substantial financial and administration protections for the Settlement Class, and, when considered in light of the risks involved in the litigation, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

Identification of Class Counsel: Any questions regarding the Settlement should be directed to Class Counsel: Mark Kindall or Douglas Needham of Izard, Kindall & Raabe, LLP, 29 South Main Street, Suite 305, West Hartford, Connecticut 06107, or Mark Gyandoh of Kessler Topaz Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, Pennsylvania, 19087. Information concerning the Settlement is also available at [website]. **Please do not contact the Court.** The Court cannot answer your questions.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS	
DO NOTHING	You do not need to do anything in response to this Notice. If the Settlement is approved by the Court and you are a member of the Settlement Class, you will receive the benefits of the Settlement and you will be bound by its terms, including the release of the Released Parties described at Question 6 below.
FILE AN OBJECTION	If you want to submit comments or objections to any aspect of the Settlement, you may write to the Court. <i>See Paragraph 10 below.</i>
GO TO A HEARING	If you submit comments or objections to the Settlement to the Court, you and/or your attorney may appear at the Fairness Hearing and ask to speak to the Court. <i>See Question 13 below.</i>

BASIC INFORMATION

1. Why did I get this Notice package?

Either you or someone in your family may have been a participant in or beneficiary of one of the Plans during the Class Period. The Court has directed that this Notice be sent to you because, as a potential member of the Settlement Class, you have a right to know about the proposed Settlement with Defendants before the Court decides whether to approve the Settlement.

This Notice explains the Action, the Settlement, and your legal rights. The purpose of this Notice is to inform you of a hearing (the “Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed Settlement, and to consider the application of Class Counsel for their attorneys’ fees and reimbursement of litigation expenses as well as an application for Case Contribution Awards for the Settlement Class Representatives.

The Fairness Hearing will be held at ____ .m. on _____, 2018 before the Honorable Susan J. Dlott in the United States District Court for the Southern District of Ohio, Western Division, Potter Stewart U.S. Courthouse, Room 227, 100 East Fifth Street Cincinnati, OH 45202, to determine:

- a) Whether the Settlement should be approved as fair, reasonable, and adequate;
- b) Whether the Complaint should be dismissed with prejudice pursuant to the terms of the Settlement;
- c) Whether the Class Notice provided for by the Settlement Agreement: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law;
- d) Whether the Settlement Class should be certified pursuant to Federal Rule of Civil Procedure 23(a) and (b) for purposes of the Settlement and, with respect thereto, whether Izard, Kindall & Raabe, LLP and Kessler Topaz Meltzer & Check, LLP should be appointed as Class Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23(g) and Strauss Troy Co., LPA should be appointed as Liaison Class Counsel for the Settlement Class;

The issuance of this Notice is not an expression of the Court's opinion on the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, Lump Sum Payments will be issued only after all related appeals, if any, are favorably resolved. It is always uncertain whether such appeals can be favorably resolved, and resolving them can take time, perhaps more than a year. Please be patient.

2. How do I know whether I am part of the Settlement?

The Court has preliminarily certified the Action as a class action for settlement purposes only. You are a member of the Settlement Class if you were a past or present participant (vested or non-vested) in or beneficiary one of the Plans as of the Effective Date of the Settlement (the "Settlement Class").

What is the lawsuit about? What has happened so far?

On March 30, 2016, a putative class action complaint was filed in the Court against Mercy Health and other Defendants alleging violations of ERISA. The complaint alleged that Defendants denied the Plans' participants and beneficiaries the protections of ERISA by claiming the Plans were "church plans" that were exempt from ERISA. On August 11, 2016, the case was consolidated with two other cases alleging substantially similar claims, and was restyled "In re Mercy Health ERISA Litigation, Civil Action No. 1:16-cv-00441-SJD". A copy of the Master Consolidated Complaint ("Complaint") is available at [WEBSITE]. Defendants filed a motion to dismiss the Complaint on November 13, 2017, arguing that the Plans are ERISA-exempt church plans, and Plaintiffs opposed the motion on January 12, 2018. The Court has not decided the motion to dismiss.

On February 27, 2018, the Parties attempted to resolve the case through mediation. In preparation for the mediation session, Plaintiffs reviewed the terms of each of the Plans and the Plans' financial conditions, and consulted with an actuarial expert regarding the current levels of

funding for the Plan's trust funds. The Parties hired an experienced mediator who helped the Parties negotiate. At the end of the mediation session on February 27, 2018, the Parties reached an agreement in principle on some of the terms of the Settlement. Defendants subsequently provided Plaintiffs with additional information, and additional negotiations took place over the course of the next several months concerning all of the details of the Settlement.

3. Why is this case a class action?

In a class action, one or more plaintiffs sue on behalf of people who have similar claims. All of the individuals on whose behalf the plaintiffs in this Action are suing are "Settlement Class Members," and they are also referred to in this Notice as members of the Settlement Class. The Court resolves the issues for all Settlement Class Members. U.S. District Judge Susan J. Dlott is presiding over this case.

4. Why is there a settlement?

Under the proposed Settlement, the Court will not decide the merits of the Action in favor of either the Plaintiffs or the Defendants. By agreeing to a Settlement, both the Plaintiffs and the Defendants avoid the costs, risks, and delays of further litigating the Action.

As with any litigation, the Parties would face an uncertain outcome if the Action were to continue. Continued litigation of the Action against Defendants could result in a judgment or verdict greater or less than the recovery under the Settlement Agreement, or in no recovery at all. Throughout this Action, the Settlement Class Representatives and Defendants have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if the Settlement Class Representatives were to prevail at trial. Defendants, among other things: (1) have denied, and continue to deny, the material allegations of the Complaint; (2) have denied, and continue to deny, any wrongdoing or liability whatsoever; (3) believe that they acted at all times reasonably and prudently with respect to the Plans, all participants and beneficiaries, and the Settlement Class; (4) would assert numerous defenses if this Settlement is not consummated; and (5) are entering into the Settlement solely to avoid the cost, disruption, and uncertainty of litigation. Nevertheless, the Parties have taken into account the uncertainty and risks inherent in this litigation, particularly its complex nature, and have concluded that it is desirable that the Action be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

This Settlement is the product of extensive arm's-length negotiations between Class Counsel and the Defendants' counsel, including utilizing the services of an experienced mediator. Throughout the Settlement negotiations, the Plaintiffs and the Defendants were advised by various consultants and experts, including individuals with expertise in ERISA's funding requirements. Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interest of the Class.

5. What does the Settlement Agreement provide?

In general terms, the Settlement provides that Defendants will continue to operate the Plans as "church plans," and Plaintiffs and Settlement Class Members will provide a release of claims,

as described in the next paragraph. In exchange, the Settlement provides the following benefits to the Settlement Class:

Benefits Commitment: For a period of nine (9) years, if any of the Plans are unable to pay the accrued benefits due to Settlement Class Members, Mercy Health will guarantee, and cause any successor of Mercy Health to guarantee, that the trust funds of each of the Plans shall have sufficient funds to pay the benefits due. Furthermore, if the Plans are merged with or into another plan during that nine-year period, the Plans' participants will be entitled to the same (or greater) benefits post-merger as they enjoyed before the merger.

Additional Information for Plan Participants: For a period of nine (9) years, Mercy Health will make a Plan summary available electronically, which will disclose the Plans' fiduciaries, the persons or entities with authority to make Plan amendments, describe the benefits available under the Plans, the distribution options and other general information. Additionally, over the same nine-year period, each Settlement Class Member shall be able to obtain up-to-date information about their plan benefits, including information about their accrued benefits and projected benefits, either through a toll-free number, a website or a printed statement.

Additional Payment to Certain Settlement Class Members Who Took Lump-sum Distributions from January 1, 2011 Through and Including February 27, 2018: Settlement Class Members who received a voluntary lump-sum distribution of a traditional annuity benefit, either from the Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan or the St. Rita's Medical Center Retirement Plan during the time period from January 1, 2011 through February 27, 2018, may be eligible to receive an additional \$450 as a lump-sum payment under the Settlement. A list showing the initials of Settlement Class Members that are entitled to this lump-sum payment (the "Lump Sum Class Members"), shown for each of the Plans, is available at [website]. There will be a toll-free telephone number – (877-783-1282) – that is available to answer questions Lump Sum Class Members have about their \$450 lump sum payment. The total amount of payments to be made pursuant to this provision is \$625,500.

Each Lump Sum Class Member will receive an election form permitting them to roll over their distribution into another qualified retirement account or receive a lump sum cash payment. Lump Sum Class Members will have sixty (60) days to mail a completed rollover form to their respective Plans, providing instructions as to where these Plans will deposit the \$450 rollover payment. The Plans will process these rollover instructions within ninety (90) calendar days in accordance with the Class Members' instructions. Lump Sum Class Members who do not elect to roll over their distribution (or who do not timely submit a rollover election form) will receive their distribution directly in the form of a check, and appropriate taxes will be deducted from each such check issued. Checks not cashed within ninety (90) days will be void and a stop-payment may be placed on them. Lump Sum Class Members who do not cash their checks within the ninety day period will be deemed to have waived their right to a lump sum payment under the Settlement, but will remain bound to all other provisions of the Settlement.

Payment of attorneys' fees and expenses and case contribution awards: Defendants have agreed to pay Plaintiffs' reasonable attorneys' fees and expenses as well as case contribution awards to the named Plaintiffs for their efforts on behalf of the Settlement Class. The amounts to

be paid for attorneys' fees and expenses and for case contribution awards is to be determined by the Court at its discretion, but the Parties have agreed that the total amount Defendants will be required to pay for all of these items combined will not exceed \$850,000. Plaintiffs intend to seek Court approval of case contribution awards of \$2,000 for each named Plaintiff, and attorneys' fees and expenses in the amount of \$ 826,000. Any such payment will not reduce the amount of the guarantee, the amount of the lump sum payments, or otherwise affect any other benefit received by the Class under the Settlement. The Settlement Agreement is not contingent upon the Court's award of attorneys' fees or expenses or case contribution awards for the named plaintiffs.

The above description of the Settlement is only a summary. The governing provisions are set forth in the Settlement Agreement, which may be obtained at [WEBSITE].

6. What rights am I giving up in the Settlement?

If the Settlement is approved, the Court will enter a judgment. This judgment will fully, finally, and forever release any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys' fees, expenses and costs under federal or state laws arising out of the allegations of the Complaint that were brought or could have been brought as of the date of the Settlement Agreement, including the distributions to the Lump Sum Class Members, any current or prospective challenge to the "Church Plan" status of the Plans. Plaintiffs and the Settlement Class will expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor and any and all provisions, rights and benefits of any similar statute, law or principle or common law of the United States, any state thereof, or any other jurisdiction."

The claims released in the Settlement Agreement do not include: (a) any rights or duties arising out of the Settlement Agreement; (b) individual claims for benefits brought under state law (provided that no Settlement Class member shall challenge the Plan's status as a church plan exempt from ERISA in any such claim); (c) claims related to any other plan that is merged into or consolidated with any of the Plans after April 26, 2018; (d) claims that might arise if the Roman Catholic Church ever disassociates itself from the Plans' sponsors, unless the Plans' sponsors promptly associate with another church, any claim arising prospectively under ERISA; and (e) any claim arising under ERISA with respect to any event occurring after: (i) the Internal Revenue Service issues a written ruling that the Plan(s), or any of them, do not qualify as a church plan (limited only to claims by members of the Plan or Plans covered by such a ruling), (ii) a Plan makes an election under IRC § 410(d) to be covered by ERISA (limited on to claims by members of the Plan or Plans that make such an election); (iii) an amendment to ERISA is enacted and becomes effective as a law of the United States eliminating the Church Plan exemption in ERISA; or (iv) the Roman Catholic Church claims no association with the Plans' Sponsor.

7. Can I exclude myself from the Settlement?

No. The Court determined that the Settlement Class should be certified as a non-opt out class under Federal Rule of Civil Procedure 23(b)(1) and/or 23(b)(2). Thus, it is not possible for any member of the Settlement Class to exclude himself/herself from the Settlement. As a member of the Settlement Class, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action against the Defendants or are otherwise included in the release under the Settlement.

Although members of the Settlement Class cannot opt-out of the Settlement, they can object to the Settlement and file pleadings asking the Court not to approve the Settlement.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in this case?

During the litigation, the law firms of Izard, Kindall & Raabe, LLP and Kessler Topaz Meltzer & Check, LLP were appointed by the Court as Interim Co-Lead Class Counsel and Strauss Troy Co., LPA was appointed as Interim Liaison Class Counsel. These lawyers continue to represent the Settlement Class Representatives and the Settlement Class through the Settlement. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. How will the lawyers be paid?

To date, Class Counsel have not received any payment for their services in prosecuting this Action on behalf of the Settlement Class, nor have counsel been reimbursed for their out-of-pocket expenses. If the Court approves the Settlement, Class Counsel will apply to the Court for an award of attorneys' fees and expenses, to be paid by Defendants. The Class will not be responsible for any payments to Class Counsel, and the Court will determine the actual amount of the award, if any, to be paid to Class Counsel by Defendants.

OBJECTING TO THE SETTLEMENT

10. Right to File Objections to the Proposed Settlement

Any member of the Settlement Class may object to the fairness, reasonableness, or adequacy of the Settlement, or to any term of the Settlement Agreement, by filing an objection in writing with the Court, either in person or by mail, so that it is received by [date set in Preliminary Approval Order]. The address for filing is:

Clerk of the Court
United States District Court
Southern District of Ohio
Potter Stewart U.S. Courthouse
100 East Fifth Street
Room 103
Cincinnati, OH 45202

Re: *In re Mercy Health ERISA Litigation*
No. 1:16-cv-00441-SJD-SKB

A form to be used for objections is attached to this Notice. If you file an objection to the Settlement, your objection must be **signed** and must include the **case name and number** (*In re Mercy Health ERISA Litigation*, No. 1:16-cv-00441-SJD), **your full name, current address, and telephone number**, and **a description of your objection**, including whatever factual and legal support as you believe to be appropriate. You must also provide the following additional information if the listed conditions apply:

- (1) If you want to call any witnesses in support of your objection, provide their names and addresses, together with a brief summary of their testimony;
- (2) if you want to submit documents in support of your objection, provide copies of each document;
- (3) if you are represented by an attorney or attorneys, provide their name(s), address(es) and phone number(s); and
- (4) if you have previously appeared as an objector, or if any of your attorneys have provided legal assistance in preparing an objection to another class action settlement, provide the name of the case, the court in which the case was filed, and the docket number.

UNLESS OTHERWISE ORDERED BY THE COURT, ANY MEMBER OF THE SETTLEMENT CLASS WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT.

THE COURT'S FAIRNESS HEARING

11. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at _____.m. on _____, 2018, at the United States District Court for the Southern District of Ohio, Potter Stewart Courthouse, 100 East Fifth Street, Cincinnati, Ohio, 45202 in the Courtroom then occupied by Judge Susan J. Dlott.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

12. Do I have to come to the Fairness Hearing?

No. Class counsel will answer any questions that the Court may have concerning the Settlement. Though you or your lawyer are welcome to attend at your own expense, attendance is not required even if you have filed an objection. As long as you filed and mailed your written objection so it was received before the deadline, the Court will consider it.

13. May I speak at the Fairness Hearing?

If you are a member of the Settlement Class and you have filed a timely objection, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must indicate your intention on your objection form, which must be received by the Court by no later than [REDACTED], 2018.

The Fairness Hearing may be delayed by the Court without further notice to the Class. If you wish to attend the Fairness Hearing, you should confirm the date and time with a member of Class Counsel.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing and you are a Settlement Class Member, you will release and dismiss your claims against Defendants and receive the benefits of the Settlement as described above in this Notice if the Settlement is approved.

GETTING MORE INFORMATION

15. How do I get more information?

This Notice summarizes the proposed Settlement. Full details of the Settlement are set forth in the Settlement Agreement. Copies of the Settlement Agreement, as well as the Motion for Preliminary Approval seeking preliminary approval of the Settlement Agreement, and the Preliminary Approval Order, have been posted online at [URL]. You may also obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed above.

Dated: _____, 2018

BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
(WESTERN DIVISION)

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

NOTICE OF CLASS MEMBER OBJECTION
YOU MUST FILE THIS OBJECTION WITH THE COURT

Class Member Name:
Address:
Telephone Number:
If you are represented by an attorney or attorneys, provide the name, address and telephone number of each attorney:

Reason for Objecting to the Proposed Settlement (you may attach additional pages if desired):

- | | |
|--|--|
| 1. Do you, or your attorney, want to speak at the Fairness Hearing? | (circle one) <input type="radio"/> Yes <input checked="" type="radio"/> No |
| 2. Do you intend to present any witnesses at the Fairness Hearing? | (circle one) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 3. Do you want to submit documents to support your objection? | (circle one) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 4. Have you previously objected to any class action settlement? | (circle one) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 5. Has any attorney representing you provided legal assistance in preparing an objection to another class action settlement? | (circle one) <input type="radio"/> Yes <input checked="" type="radio"/> No |

If you answered "yes" to questions 2-5, or one of them, please provide additional information as described on reverse side of this form.

Date

Signature

If you intend to call any witnesses in support of your objection, please state the name and address of each witness and provide a brief summary of his or her testimony (attach additional pages if necessary).

If you want the Court to consider any documents in support of your objection, please attach copies to your objection when you file it with the Court.

If you have previously filed an objection to another class action settlement, provide the name of the case, the court in which the case was filed, and the docket number (attach additional pages if necessary).

If any attorney representing you with respect to your objection provided legal assistance in preparing an objection to another class action settlement, provide the name of the case, the court in which the case was filed, and the docket number (attach additional pages if necessary).

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
(WESTERN DIVISION)**

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

CLASS ACTION SETTLEMENT AGREEMENT

EXHIBIT 3

[PROPOSED] ORDER AND FINAL JUDGMENT

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
(WESTERN DIVISION)**

IN RE MERCY HEALTH ERISA LITIGATION

No.: 1:16-cv-00441-SJD-SKB

[PROPOSED] ORDER AND FINAL JUDGMENT

This litigation involves claims for alleged violations of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001, et seq. (“ERISA”), set forth in Plaintiffs’ Complaint dated September 14, 2017, with respect to the Plans.¹

¹ This Judgment incorporates by reference the definitions in the Class Action Settlement Agreement (“Settlement Agreement”), and all terms used herein shall have the same meanings as set forth in the Settlement Agreement unless set forth differently herein. The terms of the Settlement are fully incorporated in this Judgment as if set forth fully here. As set forth in the Settlement Agreement, the following Plans are included in the Settlement:

- (a) Mercy Health Partners - Northern Region Retirement Plan** (including the following merged plans: the St. Charles Mercy Hospital Retirement Plan, the St. Vincent Medical Center Defined Benefit Plan, the St. Anne Mercy Hospital Retirement Plan (also known as the Riverside Mercy Hospital Retirement Plan), and the Mercy Hospital Plan of Tiffin, Ohio), and the Mercy Health Partners - Northern Region Retirement Plan (Tiffin)).
- (b) St. Rita’s Medical Center Retirement Plan (Lima).**
- (c) Community Health Partners Regional Medical Center Employees’ Defined Benefit Pension Plan (Lorain)** (including the following merged plans: the St. Joseph Hospital and Health Center Defined Benefit Pension Plan and the Lakeland Community Hospital Defined Benefit Pension Plan).
- (d) Retirement Plan for Employees of Humility of Mary Health Partners (Youngstown)** (including the following merged plans: the Retirement Plan for Employees of St. Elizabeth Hospital Medical Center and the Retirement Plan for Employees of St. Joseph Riverside Hospital).
- (e) Mercy Health Partners Pension Plan (Northeast Pennsylvania)** (including the following merged plans: Mercy Health Partners Pension Plan (NEPA - Scranton), the Mercy Health System Northeast Region Defined Benefit Plan 1, the Mercy Health System Northeast Region Defined Benefit Plan 2, and the Mercy Health Partners Wilkes-Barre Employees’ Pension Plan (NEPA - WB)).

This matter came before the Court for a hearing pursuant to Federal Rule of Civil Procedure 23(e) on the application of the Parties for approval of the Settlement set forth in the Class Action Settlement Agreement (“Settlement Agreement”), executed on July 13, 2018. Due and adequate notice having been given to the Settlement Class as required in the Preliminary Approval Order (Dkt. No. __), and the Court having considered the Settlement Agreement, all papers filed and proceedings held herein, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Court has jurisdiction over the subject matter of this action and all Parties to the Action, including all members of the Settlement Class.

2. On _____, 2018, (Dkt. No. __), pursuant to Federal Rule of Civil Procedure 23(a) and (b)(1) or alternatively (b)(2), the Court preliminarily certified the following Settlement Class:

All present or past participants of the Plans (both vested and non-vested) or beneficiaries of the Plans as of the Effective Date of the Settlement.

3. The Court finds that the Settlement Class meets all requirements of Federal Rules of Civil Procedure 23(a) for certification of the class claims alleged in the Complaint, including

(f) Mercy Health System - Western Ohio Retirement Plan (Springfield Mercy) (including the following merged plans: the Mercy Memorial Hospital Retirement Plan, the Mercy Medical Center Retirement Plan, the Mercy Health System – Western Ohio Acute Care Facility Retirement Plan, the Mercy Siena Nursing Home Retirement Plan, the McAuley Center Retirement Plan, and the Mercy Health System – Western Ohio Long Term Retirement Plan).

(g) Mercy Health Partners of Greater Cincinnati Retirement Plan (Cincinnati) (including the following merged plans: the Anderson Mercy Hospital Plan, the Sisters of Mercy of Hamilton, Ohio Retirement Plan, and the Clermont Mercy Hospital Retirement Plan).

(a) numerosity; (b) commonality; (c) typicality; and (d) adequacy of the class representatives and Class Counsel.

4. Additionally, the prerequisites of Rule 23(b)(1) have been satisfied, since the prosecution of separate actions by individual members of the Settlement Class would create a risk of (i) inconsistent or varying adjudications which would establish incompatible standards of conduct for Defendants; and (ii) adjudications with respect to individual Settlement Class members, which would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or would substantially impair or impede their ability to protect their interests.

5. Alternatively, the prerequisites of Rule 23(b)(2) have been satisfied, since Defendants have acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a whole.

6. Pursuant to Federal Rule of Civil Procedure 23(a) the Court finds that David Lupp, Janet Whaley, Leslie Beidelman, Patricia Blockus, Charles Bork, Marilyn Gagne, Karl Mauger, Patricia Mauger, Beth Zaworski, Nancy Zink, Mary Alban, and Linda Derrick are members of the Settlement Class, their claims are typical of those of the Settlement Class and they fairly and adequately protected the interests of the Settlement Class in this Action. Accordingly, the Court hereby appoints David Lupp, Janet Whaley, Leslie Beidelman, Patricia Blockus, Charles Bork, Marilyn Gagne, Karl Mauger, Patricia Mauger, Beth Zaworski, Nancy Zink, Mary Alban, and Linda Derrick as Class Representatives.

7. Having considered the factors set forth in Federal Rule of Civil Procedure 23(g)(1), the Court finds that Class Counsel have fairly and adequately represented the Settlement Class for

purposes of entering into and implementing the Settlement, and thus, hereby appoints Izard, Kindall & Raabe LLP and Kessler Topaz Meltzer & Check, LLP as Class Counsel and Strauss Troy Co., LPA as Liaison Counsel to represent the members of the Settlement Class.

8. The Court directed that Class Notice be given pursuant to the notice program proposed by the Parties and approved by the Court. In accordance with the Court's Preliminary Approval Order and the Court-appointed notice program: (1) On or about _____, 2018, Class Counsel posted the Settlement Agreement and Class Notice to the Settlement website: www._____com; and (2) on or about _____, 2018, Defendants caused to be mailed approximately ____ copies of the Notice of Class Action Settlement to members of the Settlement Class.

9. The Class Notice and Internet/Publication of Class Notice (collectively, the "Class Notices") advised members of the Settlement Class of the: terms of the Settlement, Fairness Hearing and the right to appear at such Fairness Hearing; inability to opt out of the Settlement Class; right to object to the Settlement, including the right to object to the application for an award of attorneys' fees and reimbursement of expenses, or the Case Contribution Awards to the Class Representatives; the procedures for exercising such rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Settlement Class, including the scope of the Released Claims described in Section 4 of the Settlement Agreement.

10. The Class Notices met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution, and any other applicable law. The Court further finds that Notice in the form approved by the Court complied fully with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"), and that it constituted the best practicable notice under the circumstances. The Court also finds that Defendants complied with

their CAFA responsibilities. The Court further finds that the form of notice was concise, clear, and in plain, easily understood language, and was reasonably calculated under the circumstances to apprise Class Members of the pendency of the Action, the claims, issues and defenses of the Settlement Class, the definition of the Settlement Class certified, the right to object to the proposed Settlement, the right to appear at the Fairness Hearing, through counsel if desired, and the binding effect of a judgment on members of the Settlement Class, including the scope of the Released Claims described in Section 4 of the Settlement Agreement.

11. The Court finds after a hearing and based upon all submissions of the Parties and interested persons that the Parties' proposed Settlement is fair, reasonable, and adequate. The Court also finds that the proposed Settlement is consistent with and in compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, and the United States Constitution, and other applicable law. In so finding, the Court has considered and found that:

a) The Settlement provides that, for a period of nine (9) years after the effective date of the Settlement, Mercy Health shall (i) guarantee (and ensure that any successor of Mercy Health will guarantee) that the trust funds for each of the Plans shall have sufficient funds to pay the benefits that are due; (ii) makes a Plan summary available to Settlement Class Members electronically; (iii) makes up-to-date information concerning Plan benefits, including information about accrued and projected benefits, available to Settlement Class Members either through a toll-free number, a website or a printed statement. Furthermore, Defendants will pay \$450 to Settlement Class Members who took voluntary lump-sum distributions of a traditional annuity benefit from the Mercy Health Partners-Northern Region Retirement Plan, the Mercy Health Partners of Greater Cincinnati Retirement Plan or the St. Rita's Medical Center Retirement Plan

during the time period from January 1, 2011 through February 27, 2018. In exchange, Plaintiffs and the Settlement Class will provide a release of claims as set forth below.

b) The terms and provisions of the Settlement were entered into by experienced counsel and only after extensive, arm's-length negotiations conducted for over three months in good faith and with the assistance of a mediator. The Settlement is not the result of collusion.

c) Those negotiations followed Defendants' filing of a motion to dismiss which included voluminous documents, all of which Class Counsel reviewed. The absence of formal discovery in this case in no way undermines the integrity of the Settlement given the extensive investigation that has occurred as a result of proceedings thus far.

d) Those proceedings gave Class Counsel the opportunity to adequately assess this case's strengths and weaknesses – and thus to structure the Settlement in a way that adequately accounts for those strengths and weaknesses. Class Counsel were cognizant that there was no guarantee of a successful litigation outcome.

e) Approval of the Settlement will result in substantial savings of time, money and effort for the Court and the Parties, and will further the interests of justice. Defendants denied and continue to deny Plaintiff's claims and allegations against it, and raised various factual and legal arguments in support of its vigorous defense in this Action.

12. Based on the record before the Court and the findings set out in this Order, the Court approves and adopts the Settlement.

13. All members of the Settlement Class are bound by this Judgment and by the terms of the Settlement, including the scope of the Released Claims described in Section 4 of the Settlement Agreement.

14. None of the Settlement Agreement, this Judgment, nor the fact of the Settlement itself constitutes any admission by any of the Parties of any liability, wrongdoing or violating of law, damages or lack thereof, or of the validity or invalidity of any claim or defense asserted in the Action. If the Settlement Agreement is not upheld on appeal, or is otherwise terminated for any reason, the Settlement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission by any party of any fact, matter, or position of law; all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

15. The Court hereby dismisses with prejudice the Action and all Released Claims identified in Section 4 of the Settlement Agreement against each and all Releasees and without costs to any of the Parties as against the others. The Court hereby orders that on the Effective Date of this Settlement Agreement the Class Representatives, David Lupp, Janet Whaley, Leslie Beidelman, Patricia Blockus, Charles Bork, Marilyn Gagne, Karl Mauger, Patricia Mauger, Beth Zaworski, Nancy Zink, Mary Alban, and Linda Derrick, as well as the members of the Settlement Class release any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys' fees, expenses and costs under federal or state laws arising out of the allegations of the Complaint that were brought or could have been brought as of the date of the Settlement Agreement by any member of the Settlement Class, including the distributions to the Lump Sum Class Members, any current or prospective challenge to the Church Plan status of the Plans, whether or not such claims are accrued, whether already acquired or subsequently acquired, whether known or unknown, in law or equity, brought by way of demand, complaint, cross-claim, counterclaim, third-party claim, or otherwise. Notwithstanding the foregoing, Released Claims

are not intended to include the release of any of the following: (a) any rights or duties arising out of the Settlement Agreement; (b) individual claims for benefits brought under state law (provided that no Settlement Class member shall challenge the Plan's status as a church plan exempt from ERISA in any such claim); (c) claims related to any other plan that is merged into or consolidated with any of the Plans after April 26, 2018; (d) claims that might arise if the Roman Catholic Church ever disassociates itself from the Plans' sponsors, unless the Plans' sponsors promptly associate with another church, any claim arising prospectively under ERISA; and (e) any claim arising under ERISA with respect to any event occurring after: (i) the Internal Revenue Service issues a written ruling that the Plan(s), or any of them, do not qualify as a church plan (limited only to claims by members of the Plan or Plans covered by such a ruling), (ii) a Plan makes an election under IRC § 410(d) to be covered by ERISA (limited on to claims by members of the Plan or Plans that make such an election); (iii) an amendment to ERISA is enacted and becomes effective as a law of the United States eliminating the Church Plan exemption in ERISA; or (iv) the Roman Catholic Church claims no association with the Plans' Sponsor.

16. In connection with the Released Claims, as of the Effective Date of the Settlement Agreement, each member of the Settlement Class is deemed to have waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code relinquishes, to the fullest extent permitted by law and equity, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor and any and all provisions, rights and benefits of any similar statute, law or principle or common law of the United States, any state thereof, or any other jurisdiction.”

17. The Court retains jurisdiction over the implementation, administration and enforcement of this Judgment and the Settlement, and all matters ancillary thereto.

18. Class Counsel is hereby awarded attorneys' fees pursuant to Federal Rule of Civil Procedure 23(h), in the amount of _____ which the Court finds to be fair and reasonable, and _____ in reimbursement of Class Counsel's reasonable expenses incurred in prosecuting the Action. All fees and expenses paid to Class Counsel shall be paid pursuant to the timing requirements described in the Settlement Agreement.

19. Class Counsel has moved for Case Contribution Awards for Class Representatives David Lupp, Janet Whaley, Leslie Beidelman, Patricia Blockus, Charles Bork, Marilyn Gagne, Karl Mauger, Patricia Mauger, Beth Zaworski, Nancy Zink, Mary Alban, and Linda Derrick. The Court hereby [grants in the amount of \$____ each] [denies] Class Counsel's motion for Case Contribution Awards to the Settlement Class Representatives.

20. The Court finds that no reason exists for delay in ordering final judgment, and the Clerk is hereby directed to enter this Judgment forthwith.

SO ORDERED this ____ day of _____, 2018

Hon. Susan J. Dlott
U.S. District Court Judge